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2013 MAR 18 PM 2:59

CLERK OF COURT
CUYAHOGA COUNTY, OHIO

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

DDR CORP.
3300 Enterprise Parkway
Beachwood, Ohio 44122,

Plaintiff,

v.

CONTROL BUILDING SERVICES, INC.;
CONTROL EQUITY GROUP, INC.;
EDWARD TUREN,
NEAL TUREN
333 Meadowlands Parkway
Secaucus, NJ 07094

Defendants.

Case No. _____

Judge _____

Complaint
JOHN P O'DONNELL
CV 13 803253

Commercial Docket

Jury Demand Endorsed Hereon

COMPLAINT

Plaintiff DDR Corp., formerly known as Developers Diversified Realty Corporation ("DDR"), for its Complaint against Defendants Control Building Services, Inc. ("CBS"), Control Equity Group, Inc. ("CEG"), Edward and Neal Turen ("the Turens"), states as follows:

Introduction And Nature Of Claims

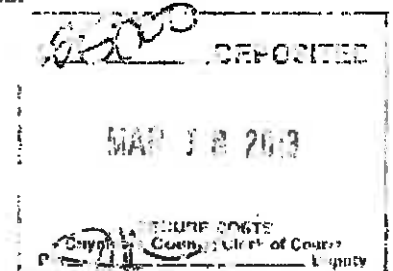
1. This action arises from a scheme—perpetrated by an organization of affiliated entities, including Defendants CEG and CBS, and carried out at the direction of the organization's principal shareholders and officers, the Turens—to defraud and misappropriate funds that were obtained from DDR pursuant to a contractual agreement for the sole purpose of paying vendors who provided facility maintenance services at DDR properties.

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EXHIBIT A



2. Pursuant to a Services Agreement entered into between DDR and Oxford Building Services, Inc. ("Oxford"), one of the affiliated companies within what will herein be called the Control organization, Oxford coordinated the contracting, oversight and payment of vendors to perform facility maintenance work at DDR properties. Under that agreement, Oxford acted as a conduit through which DDR would pay for the vendor services, by vendors invoicing Oxford and Oxford, in turn, invoicing DDR for the underlying Service Provider Invoices.

3. At some point during the course of this arrangement and unknown to DDR, CEG and its affiliates within the Control organization, at the direction of the Turens, took out a revolving credit facility, the collateral for which consisted of bank accounts such as the one into which DDR funded Oxford to pay vendors. The revolving facility was repaid by a daily sweeping of all cash from the Control affiliates' bank accounts, including the funds obtained from DDR pursuant to the Services Agreement for the sole purpose of paying Service Provider Invoices. Thus, the funds provided by DDR were used, contrary to the terms of the Services Agreement and without any legitimate claim of right by Oxford or any other Defendant, for the benefit of the Control organization and the Turens in order to service their debt.¹

4. Eventually, the scheme collapsed when the borrowing base under the financing was reduced, and thus the borrowers' indebtedness to their lender outstripped the available cash. As a result, Oxford no longer had the means to pay Service Provider Invoices when they came due. Even though Oxford had no means or intent to pay the Service Provider Invoices relating to work at DDR properties, it continued, fraudulently, to invoice and induce DDR's payment of funds for the purported payment of Service Provider Invoices. The result was approximately

¹ As described below, the Turens personally guaranteed the Control organization's obligations under the revolving facility.

\$11.1 million in invoices that were paid by DDR to Oxford but for which the underlying Service Provider Invoices went unpaid, leading vendors to seek recourse from DDR directly.

The Parties

5. Plaintiff, DDR, is an Ohio corporation with its principal place of business in Beachwood, Cuyahoga County, Ohio. DDR is a self-administered and self-managed Real Estate Investment Trust ("REIT") operating as a fully integrated real estate company. DDR owns and manages approximately 450 retail operating and development properties in 39 states, Brazil and Puerto Rico, totaling more than 116 million square feet.

6. Defendant CBS is a Delaware corporation with its principal place of business in Secaucus, New Jersey.

7. Defendant CEG is a Delaware corporation with its principal place of business in Secaucus, New Jersey. It serves as the corporate parent of an organization of affiliated companies, herein referred to as the Control organization, which include CBS, Oxford and FacilitySource, Inc.

8. Defendant, Edward Turen, is an individual residing in New Jersey, who serves as Chairman and CEO and a principal shareholder of CEG and CBS, located in Secaucus, New Jersey. He is also the CEO and a principal shareholder of Oxford.

9. Defendant, Neal Turen, is an individual residing in New Jersey, who serves as Executive Vice President of CEG and CBS, located in Secaucus, New Jersey. He is also the President and a principal shareholder of Oxford..

Jurisdiction and Venue

10. This Court has subject matter jurisdiction over this matter pursuant to Ohio Revised Code § 2305.01, because the amount in controversy exceeds the jurisdictional minimum of this Court.

11. This Court has personal jurisdiction over Defendants CBS and CEG pursuant to Ohio Revised Code § 2307.382 because DDR's causes of action arise in significant part out of Defendants' transacting business in this State and additionally, over CBS, by its entering into a contract to guaranty the provision of services in this State. The Court also has personal jurisdiction over CBS pursuant to a Venue section of the Services Agreement, to which the Guaranty executed by CBS relates and is attached, which provides:

The parties hereto hereby consent to the exclusive jurisdiction and venue of the courts of proper subject matter jurisdiction located in the State of Ohio for all purposes related to this Agreement or any contract related to this Agreement.

(Services Agreement, attached hereto as Exhibit A, ¶ 19.) This Court has personal jurisdiction over all Defendants pursuant to Ohio Revised Code § 2307.382 because Defendants caused tortious injury in this State by sending to DDR fraudulent invoices, by misappropriating the funds paid pursuant to those invoices, and by conspiring to do the same.

12. Venue is proper in this Court pursuant to Ohio Rule of Civil Procedure 3(B)(3) because the transactions and events giving rise to this action occurred in part in Cuyahoga County, Ohio and/or Rule 3(B)(1) because DDR is located in Cuyahoga County, Ohio. Venue is also proper in this Court pursuant to the above-quoted provision of the Services Agreement, to which the Guaranty executed by CBS relates and is attached.

Background

13. Edward and Neal Turen are the principal owners and executives of a large organization of affiliated companies (the Control organization), which is engaged in the business of providing facility maintenance services to commercial properties. The individual entities making up the Control organization include Oxford and CBS. All the entities within the Control organization fall under the corporate umbrella of CEG, of which the Turens are also principal

owners and executives. Together, the Turens and CEG effectively control the overall business activities of each constituent company within the Control organization.

14. In 2007, DDR began negotiating an agreement with various members of the Control organization's management, including the Turens, whereby Control would coordinate the provision of facility maintenance services at all of DDR's properties in the United States (including in Ohio). One of the attractive features of the proposed services Control could offer was a "Facility Maintenance Optimization" solution, which promised increased efficiencies in vendor management using a proprietary software platform and transaction center developed and operated out of an affiliated company within the Control organization, FacilitySource Inc., located in Westerville, Ohio. Many of the negotiations took place at FacilitySource Inc.'s offices in Westerville. Eventually, rather than FacilitySource, CEG decided that the named party on the agreement with DDR would be a different affiliate, Oxford, and the vendor management operations would be run through FacilitySource's Westerville, Ohio, facility and a new Oxford facility in Atlanta, Georgia. CEG hoped that the DDR arrangement would be the first of several contracts with other REITs like DDR to run through Oxford.

15. The agreement between DDR and Oxford was formalized in a Services Agreement, executed in January of 2008.

The Services Agreement and Guaranty

16. The payment arrangement under the Services Agreement was structured so that Oxford would not be required to put out money of its own to pay the vendors providing services at the properties. Rather, Oxford acted as a conduit through which DDR would pay, indirectly, for all service provider invoices before they were due. As described in paragraph 3 of the Services Agreement, Oxford was required to submit daily invoices and supporting data to DDR for each subject property ("Business Unit Invoices), reflecting new amounts due under invoices

submitted by individual vendors ("Service Provider Invoices"). (Services Agreement ¶ 3, attached hereto as Exhibit A.) Oxford was required to submit Business Unit Invoices not later than 14 days prior to the due date of the underlying Service Provider Invoices, which Business Unit Invoices were due and payable not later than six days before the due date for payment of the Service Provider Invoices. (*Id.*) Oxford was then required to pay any applicable Service Provider Invoices not more than six days after receipt of payment from DDR. (*Id.*)

17. Paragraph 3 of the Services Agreement further states that, "[p]rovided that DDR has timely paid the applicable Business Unit Invoice, Oxford shall bear all liability associated with the late payment of any Service Provider Invoice and Oxford shall be solely responsible for any fees or penalties associated with such late payment." (*Id.*) Any failure by Oxford to timely pay Service Provider Invoices would constitute a material breach of the Services Agreement. (*Id.*)

18. Oxford had no right to retain any funds provided by DDR in payment of Business Unit Invoices apart from any fees negotiated with the individual service providers. (*Id.* ¶ 4.)

19. Paragraph 13(b) of the Services Agreement states that DDR may terminate the Services Agreement immediately in the event that "(a) Oxford becomes insolvent or makes a general assignment for the benefit of creditors or (b) a petition is filed or proceedings are commenced against Oxford under any bankruptcy law. (*Id.* ¶ 13(b).)

20. The initial term of the Services Agreement was for one year, but would renew automatically on an annual basis unless either party provided written notice of termination. (*Id.* ¶ 2.) Pursuant to that provision, the Services Agreement was renewed each year up to and including 2013.

21. The Services Agreement was amended by an amendment dated February 2009, which amendment did not materially impact the provisions described herein.

22. Appended to the end of the Services Agreement was a separate Guaranty entered into between DDR and CBS, Oxford's purported parent company. The Guaranty was signed on behalf of CBS by its President, Richard Matero, who also signed the Services Agreement on behalf Oxford as Oxford's Director.

23. The Guaranty, in its entirety, provided:

Control Building Services, Inc. ("Guarantor") as a material inducement to and in consideration of DDR entering into the [Services] Agreement with Oxford, of even date herewith, unconditionally and absolutely guarantees and promises, to and for the benefit of DDR, its successors and assigns, that Oxford shall perform the provisions of the Agreement that Oxford is to perform under the Agreement and the full performance and observance of all the covenants, terms, conditions and agreements therein provide to be performed and observed by Oxford, its successors and assigns. The defined terms used herein shall have the same meaning as set forth in the Master Services Agreement set forth above. Guarantor's obligations are independent of Oxford's obligations under the Agreement and shall not be discharged except by payment to and receipt by DDR of all sums due under the Agreement and the performance of all covenants, terms, and conditions under the Agreement. A separate action may be brought or prosecuted against Guarantor whether the action is brought or prosecuted against any other guarantor or Oxford, or all, or whether any other guarantor or Oxford, or all, are joined in the action.

(*Id.* at pages 14-15.)

Oxford's Revolving Credit Facility

24. On information and belief, on or around December 23, 2011, CEG and other companies within the Control organization, including both CBS and Oxford (collectively, the "Borrowers"), at the direction of the Turens, took out an asset-based revolving credit facility

with TD Bank N.A. ("TD Bank"). Under the terms of the loan agreement, TD Bank extended cash advances and letters of credit to the Borrowers totaling as much as \$18 million.

25. To secure their obligations to TD Bank under the credit facility, the Borrowers granted TD bank a security interest in substantially all the Borrowers' assets. Additionally, Defendants Edward and Neal Turen, as principals of each of the Borrowers personally guaranteed repayment of the TD Bank indebtedness.

26. Under the agreement with TD Bank, the operating and payroll accounts of the Borrowers, including Oxford, were maintained as zero balance accounts that were swept on a daily basis by CEG and, in turn, by TD Bank to service the revolving credit facility.

27. The cash advances and letters of credit made available through the revolving credit facility were used purportedly to support the Borrowers' operating expenses (to the extent possible and as replacement for the operating cash previously swept to service the credit facility).

28. Oxford never disclosed the existence of the TD Bank arrangement to DDR, or that DDR's payments to Oxford were actually being used to pay Oxford's lender instead of the vendors.

Oxford's Misappropriation of DDR Funds

29. Consistent with the arrangement with TD Bank, soon after institution of the cash sweep procedures, CEG commenced a daily sweep of funds from Oxford's operating accounts, which funds had been obtained from DDR pursuant to the Services Agreement for the sole purpose of paying Service Provider Invoices. CEG in turn provided those funds to TD Bank to service the Borrowers' obligations under the credit facility.

30. While this daily cash sweep procedure was ongoing, Oxford continued to issue to DDR daily Business Unit Invoices and supporting data files detailing the underlying Service Provider Invoices, representing that the funds received from DDR pursuant to the invoices were

to be used, consistent with the terms of the Service Agreement, for payment of the identified Service Provider Invoices. Oxford did not disclose that, in actuality, Oxford regularly misappropriated DDR's funds to its own ends and those of its co-borrowers by placing those funds in an operating account that was daily swept for the purposes of servicing the Borrowers' own debt obligations.

31. On information and belief, beginning in or around June 2012, the Borrowers lost a major account, and as a result their borrowing base under the TD Bank facility was reduced to the point where they had no capacity to borrow additional funds under the line of credit. The continuation of the Borrowers' operations while keeping up with their debt obligations was supposedly made possible only during the second and third quarters of 2012 only through an injection of capital by the Turens. Despite the imminent risk that the credit arrangement with TD Bank would collapse, Oxford continued to issue daily Business Unit Invoices with the same representations described above and CEG continued its daily sweep of that cash.

32. By no later than the fourth quarter of 2012, Oxford virtually stopped paying Service Provider Invoices for work performed at DDR properties as they became due. Still, Oxford, at the direction of the Turens, continued to issue Business Unit Invoices in the same manner, for the sole purpose of using the funds received from DDR to service the Borrowers' debt and with full knowledge that the Service Provider Invoices underlying those Business Unit Invoices would not be paid. As before, once DDR paid these Business Unit Invoices to Oxford, the funds were immediately swept by CEG to service the Borrowers' debt.

33. For the life of the Services Agreement until on or around January 25, 2013, DDR timely paid all daily Business Unit Invoices submitted to it by Oxford, with the understanding, based on the representations made in the Business Unit Invoices and the supporting data files,

that those funds would be used solely for payment of Service Provider Invoices pursuant to the terms of the Services Agreement.

DDR's Discovery of Oxford's Fraudulent Scheme and Oxford's Insolvency

34. On or around January 24, 2013, Edward Turen notified DDR that Oxford was experiencing operating shortfalls and was unable to pay Service Provider Invoices as they became due. Mr. Turen further identified approximately \$11.1 million in outstanding Service Provider Invoices, dating back to May 2012, that had already not been timely paid by Oxford, even though DDR had timely paid the corresponding Business Unit Invoices. Instead, Mr. Turen explained, these funds had been swept by CEG to service the Borrowers' debt. In addition to the \$11.1 million in Service Provider Invoices that had not been paid, Mr. Turen informed DDR that there was also \$4 million due to TD Bank that the Borrowers were unable to pay.

35. On or around January 25, 2013, DDR sent auditors to Oxford, pursuant to the Services Agreement, to attempt to verify the representations Mr. Turen about the amounts owed under Service Provider Invoices and Oxford's financial situation. Oxford removed the auditors after several hours, preventing DDR from learning what it sought to verify.

36. Based on the representations made by Mr. Turen, and the little that DDR's auditors were able to ascertain, DDR determined that Oxford was insolvent. Consequently, by letter dated January 28, 2013, DDR notified Oxford that it was in material breach of the Services Agreement and, further, terminated the Services Agreement, effective immediately, in light of Oxford's insolvency.

37. By letter dated February 8, 2013, addressed to Edward Turen as CEO of Oxford, DDR demanded that outstanding Service Provider Invoices be paid.

38. As a direct result of Oxford's nonpayment of Service Provider Invoices, vendors have begun seeking recourse against DDR for the amounts owed. As of this filing, several

vendors have placed liens on DDR properties, including: on January 30, 2013, DDR received notice of a lien in the amount of \$171,856.79 filed by Ace Asphalt of Arizona, Inc. at a property owned by DDR called Deer Valley Towne Center, as a result of nonpayment for work performed at that property from June 15, 2012 through October 1, 2012; and, on February 4, 2013, DDR received a statement of a mechanic's lien from Brown Brothers Asphalt and Concrete, Inc. in the amount of \$415,000.00 in connection with services performed at a property owned by DDR in Colorado Springs, Colorado.

39. On March 7, Ace Asphalt of Arizona Inc. filed suit in Maricopa County Superior Court in Arizona, seeking damages as a result of Oxford's failure to pay.

40. Oxford declared bankruptcy in an action filed February 26, 2013, in the United States Bankruptcy Court for the District of New Jersey. Oxford has not paid any of the \$11.1 million of outstanding Service Provider Invoices.

41. CEG and CBS, by contrast, remain solvent companies thanks, in part, to the misappropriation of DDR funds for their (and the other Borrowers') benefit.

42. CBS, as guarantor of Oxford's performance under the Services Agreement, has not paid the amounts due under the outstanding Service Provider Invoices, nor has it made any attempt to resolve any liens filed against DDR properties as a result of the nonpayment of Service Provider Invoices.

COUNT I
BREACH OF THE GUARANTY AGREEMENT
(AGAINST CONTROL BUILDING SERVICES, INC.)

43. Plaintiff, DDR, incorporates by reference the foregoing allegations of this Complaint.

44. The Guaranty and the Services Agreement, to which it relates were, prior to the termination of the Services Agreement on January 28, 2013, valid and binding contracts.

45. The Guaranty required CBS unconditionally and absolutely to guaranty Oxford's performance under the Services Agreement.

46. Oxford materially failed to perform its obligations under the Services Agreement by failing to timely pay Service Provider Invoices as they became due, which invoices remain unpaid.

47. Oxford further failed to perform its obligations under the Services Agreement by retaining and appropriating for its own use funds provided by DDR in payment of Business Unit Invoices in excess of those fees negotiated between Oxford and individual service providers.

48. CBS breached the Guaranty by failing to ensure Oxford's performance of its obligations under the Services Agreement, and by failing to ensure that all sums due under the Services Agreement are paid.

49. DDR has performed all its obligations under the Guaranty and Services Agreement.

50. As a direct and proximate result of CBS's breach, DDR has been damaged in an amount in excess of \$25,000, to be proven at trial.

COUNT II
TORTIOUS INTERFERENCE WITH CONTRACT
(AGAINST ALL DEFENDANTS)

51. Plaintiff, DDR, incorporates by reference the foregoing allegations of this Complaint.

52. The Services Agreement, prior to its termination on January 28, 2013, was a valid and binding contract.

53. Defendants had knowledge of the existence of the Services Agreement from the time of its execution.

54. Defendants intentionally caused Oxford to materially breach the Services Agreement by establishing a procedure whereby CEG would sweep all available cash, including payments made by DDR pursuant to Business Unit Invoices, for the use and benefit of Defendants and all the Borrowers, and by continuing to cause funds paid by DDR pursuant to Business Unit Invoices to be swept by CEG after it became known that insufficient funds would be available for Oxford to satisfy its obligations to pay Service Provider Invoices under the Services Agreement.

55. Defendants had no justification for their conduct, because neither Oxford nor any Defendant had a legitimate claim of right to the funds paid by DDR pursuant to Business Unit Invoices, other than Oxford's right to retain fees negotiated with individual service providers.

56. As a direct and proximate result of Oxford's breaches, brought about by Defendants, DDR has been damaged in an amount in excess of \$25,000, to be proven at trial.

COUNT III
CONVERSION
(AGAINST CEG, EDWARD TUREN AND NEAL TUREN)

57. Plaintiff, DDR, incorporates by reference the foregoing allegations of this Complaint.

58. Oxford, at the direction of the Turens, obtained funds from DDR under false pretenses by causing DDR to pay Business Unit Invoices purportedly for the purpose of having Oxford pay corresponding Service Provider Invoices, but which Oxford intended to misappropriate for the benefit of Defendants.

59. CEG, at the direction of the Turens, misappropriated for the use of CEG and the Control organization funds entrusted by DDR to Oxford for the sole purpose of having Oxford pay Service Provider Invoices to vendors that performed maintenance at DDR properties.

60. Defendants had no right to these funds other than Oxford's right to retain fees negotiated between Oxford and individual vendors.

61. After learning of Defendants' actions, DDR demanded that the outstanding Service Provider Invoices be paid, which Defendants have not done as of the time of this filing.

62. As a direct and proximate result of Defendants' actions, DDR has been damaged in an amount in excess of \$25,000, to be proven at trial.

COUNT IV
FRAUD
(AGAINST CEG, EDWARD TUREN AND NEAL TUREN)

63. Plaintiff, DDR, incorporates by reference the foregoing allegations of this Complaint.

64. After taking out the revolving credit facility and agreeing to the cash sweep arrangement with TD Bank, and, further, after learning that Oxford would be unable to pay the Service Provider Invoices underlying the Business Unit Invoices, Oxford, at the direction of the Turens, continued to issue daily Business Unit Invoices and supporting data files that contained misrepresentations and omissions of material fact indicating that Oxford would use the funds obtained from DDR, consistent with the terms of the Services Agreement, for the sole purpose of paying, within six days, the Service Provider Invoices underlying those Business Unit Invoices.

65. In actuality, the funds were to be swept by CEG for use in servicing the Borrowers' credit facility, when it was known that the credit facility was no longer able to generate cash sufficient to pay the outstanding Service Provider Invoices for which DDR was being invoiced.

66. Those misrepresentations and omissions were made with knowledge that the funds received from DDR's payment of Business Unit Invoices would not be used as represented and as required by the Services Agreement, and for the purpose of inducing DDR's reliance through its continued payment of Business Unit Invoices.

67. DDR justifiably relied, to its detriment, on those misrepresentations and omissions by timely paying each Business Unit Invoice, at all times during the life of the Services Agreement, with the understanding that Oxford would use those funds to pay the underlying Service Provider Invoices, in accordance with the terms of the Services Agreement.

68. As a direct and proximate result of Defendants' omissions and misrepresentations, as alleged herein, DDR has suffered damages in an amount to be determined at trial.

COUNT V
CIVIL CONSPIRACY
(AGAINST ALL DEFENDANTS)

69. Plaintiff, DDR, incorporates by reference the foregoing allegations of this Complaint.

70. Defendants, along with Oxford, formed and operated a civil conspiracy by agreeing, as participants in the TD Bank loan facility, to a procedure whereby cash would be swept by CEG from the operations accounts of the Borrowers and, in turn, swept by TD Bank for servicing the debt. This agreement was formed and intended to include Oxford and the funds Oxford received from DDR in payment of Business Unit Invoices, pursuant to the Services Agreement, with full knowledge that Oxford had no rights to those funds apart from any fees negotiated with individual service providers and that Oxford was required under the Services Agreement to hold those funds for the sole purpose of paying, within six days, the underlying Service Provider Invoices.

71. Defendants committed wrongful acts furtherance of that conspiracy, including: CEG, at the direction of the Turens, misappropriated funds entrusted to Oxford by DDR for payment of Service Provider Invoices, but which CEG used for the benefit of Defendants; and Oxford, at the direction of the Turens, fraudulently induced DDR to pay Oxford Business Unit Invoices when Oxford had no intention of using the funds received for payment of Service Provider Invoices or, indeed, of paying the underlying Service Provider Invoices through any means.

72. As a direct and proximate result of the acts committed in furtherance of the conspiracy, DDR has suffered damages in an amount to be determined at trial.

JURY DEMAND

Plaintiff hereby demands a jury upon any issues in this matter to which it is entitled.

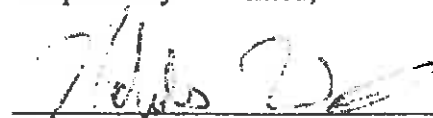
PRAYER FOR RELIEF

WHEREFORE, Plaintiff, DDR Corp., demands the following relief:

- A. An award of compensatory and punitive damages in favor of DDR in excess of \$25,000, in an amount to be determined at trial;
- B. DDR's reasonable costs and attorneys' fees;
- C. All other such relief as this Court may deem just, equitable or appropriate under the circumstances.

Dated: March 18, 2013

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "R. S. Walker", is written over a horizontal line.

Robert S. Walker (0005840)

rswalker@jonesday.com

Nicholas B. Wille (0084604)

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JONES DAY

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Cleveland, Ohio 44110

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Counsel for Plaintiff DDR Corp.

EXHIBIT A

SERVICES AGREEMENT

This Services Agreement (this "Agreement") is made as of the ____ day of January, 2008 (the "Effective Date") by and between Oxford Building Services, Inc., a Delaware corporation, with its principal offices at 3379 Peachtree Rd. NE, Suite 750 Atlanta GA 30326 ("Oxford"), and Developers Diversified Realty Corporation, an Ohio corporation ("DDR"), with its principal offices at 3300 Enterprise Parkway, Beachwood, Ohio 44122.

RECITALS:

A. Oxford is in the business of providing facility maintenance services that optimize the facility maintenance process for companies with multi-unit facility management needs through the use of software, vendor management tools, statistical modeling and analysis, paperless invoicing and a transaction/call center, and Oxford desires to provide such services to DDR.

B. DDR owns and/or manages open-air shopping centers and specialty centers throughout the United States (all such properties owned and/or managed by DDR which are subject to this Agreement, or which in the future become subject to this Agreement, collectively, the "Business Units").

C. DDR desires to increase the efficiency and quality of various third-party services delivered to the Business Units and, as a consequence, provide enhanced benefits to the tenants at the Business Units and the owners of the Business Units.

D. Oxford and DDR desire to enter into this Agreement, pursuant to which Oxford shall provide such services to DDR at the Business Units upon the terms and conditions contained herein as more specifically described herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Scope of Work.**

(a) Oxford shall provide the services and activities in conformity with the specific "Scope of Work" set forth with respect to each of the Business Units attached as Schedule A hereto, made a part hereof, and incorporated by reference as if fully written herein (the "Services"). Oxford shall commit sufficient personnel, facilities, technology and other resources, as reasonably determined by both parties, to timely and satisfactorily perform the Services as applicable to each of the Business Units.

(b) Oxford shall consult with the personnel of DDR and other appropriate persons as necessary to assure understanding of the work required by DDR and the satisfactory completion thereof. DDR agrees to reasonably cooperate with and provide reasonable assistance to Oxford, including, but not limited to, designating a person or persons whom Oxford will contact and who will regularly (i) meet, review and discuss with Oxford the Services and timeline for performance of the Services, (ii) assist in setting up meetings, conferences and other arrangements with DDR personnel to facilitate performance under this Agreement and (iii) ensure that all information and issues required for review by DDR are made available to Oxford.

(c) The initial population of the Business Units for which Services are to be provided by Oxford will consist of approximately 835 business units and are listed on Schedule B attached hereto (such list, as may be amended from time to time in the sole and absolute discretion of DDR, sometimes hereinafter referred to as the "Business Unit List"). DDR shall, from time to time, but at least monthly, provide Oxford with either a list of changes to the Business Unit List or an updated Business Unit List with all modifications, additions, and deletions conspicuously highlighted thereon. In addition, DDR shall notify Oxford in writing no more than three (3) days after the removal of a Business Unit from or addition of a Business Unit to the Business Unit List, as the case may be.

(d) Oxford shall maintain true, accurate, and complete records related to the Business Units and the Services. Oxford does not own any data, information or material that DDR submits to Oxford in the course of performing the Services or such other data, information, or

materials that Oxford creates based on the data, information or other materials submitted by DDR ("Customer Data"). DDR shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Upon 5 business days written notice from DDR, Oxford shall make available to DDR a file of the Customer Data.

(e) Oxford agrees that all Services furnished hereunder will be provided in a workmanlike and conscientious manner and in compliance with the Scope of Work specifications applicable to a particular Business Unit. Any variance in compliance with the Scope of Work shall be mutually agreed to by the parties.

(f) During the Initial Term and the Renewal Term (as hereinafter defined), DDR hereby agrees that Oxford shall be the exclusive provider to the Business Units of the services listed on the table of General Ledger Codes included in Schedule A.

2. Term.

(a) The term of this Agreement shall be for 1 year (the "Initial Term"), commencing on the Effective Date. At the conclusion of the Initial Term, unless either party gives written notice of termination to the other party as provided herein, this Agreement shall automatically renew on an annual basis for additional one (1) year periods (the "Renewal Terms").

(b) DDR may terminate this Agreement, with or without cause, by giving ninety (90) days written notice of termination to Oxford. Oxford may terminate this Agreement, with or without cause, by giving ninety (90) days written notice of termination to DDR.

3. Vendor and other Third Party Expenses.

Every business day, Oxford shall forward to DDR a data import file in accordance with specifications provided by DDR. The file shall contain invoices for each applicable DDR business unit ("Business Unit Invoices"). The Business Unit Invoices shall be derived from

invoices received by Oxford from the Service Providers for work performed at the Business Units ("Service Provider Invoices"). Oxford agrees to forward Business Unit Invoices to DDR no less than 14 calendar days prior to the payment due date for the Service Provider Invoices. Once a week, DDR shall issue checks to Oxford for payment of Business Unit Invoices. Payment shall be sent to Oxford via overnight courier. Each individual Business Unit Invoice shall be due and payable by DDR no less than 6 calendar days prior to the payment due date for the underlying Service Provider Invoice. In cases where DDR disputes such Business Unit Invoice, any such dispute shall be limited to DDR's reasonable belief, as supported by supporting documentation, that said disputed amount is either: (i) mathematically incorrect, or (ii) not in accordance with this Agreement. In such event, DDR must notify Oxford in writing of any disputed amount within ten (10) calendar days of DDR's receipt of Oxford's Business Unit Invoice, and thereafter the parties shall attempt in good faith to resolve such dispute within ten (10) calendar days of Oxford's receipt of DDR's notice. Oxford shall pay any applicable Service Provider Invoice no more than 6 calendar days after receipt of payment from DDR. Oxford agrees that payments relating to the Service Provider Invoices shall be made via wire transfer, check or cash payment and shall not be made using a purchase card or other corporate credit card. Provided that DDR has timely paid the applicable Business Unit Invoice, Oxford shall bear all liability associated with the late payment of any Service Provider Invoice and Oxford shall be solely responsible for any fees or penalties associated with such late payment. DDR agrees to reimburse Oxford for any liability, fee or penalty Oxford incurs in connection with a Service Provider Invoice as a result of DDR's failure to make timely payment of a Business Unit Invoice. Oxford shall, at its expense, reasonably support its Business Unit Invoices to DDR with a summary of the work performed and which Service Providers performed such work. Either party's failure to timely pay any invoices in accordance with this Section 3 shall constitute a material breach of this Agreement by such party.

4. **Program and Administrative Fees.** As and for its consideration for entering into this Agreement and providing the Services hereunder, Oxford shall be solely entitled to retain any administrative, service, participation and/or program fees negotiated with the respective Service Providers rendering the various services or supplying materials to the Business Units.

5. **Books and Records; Audit Rights.** Oxford shall keep, at its own expense, accurate books and records with respect to the Services provided by Oxford and with respect to the charges payable by DDR hereunder in a form mutually agreed to by the parties. Oxford agrees to provide DDR with the financial reports set forth on attached Schedule A. Such reports will be provided to DDR pursuant to the timeframes set forth on such Schedule A in order for DDR to maintain its books and records in accordance with generally accepted accounting principles as well as applicable governmental and stock exchange regulations. Oxford's books and records shall be kept at Oxford's principal place of business, and such books and records shall be made available to DDR and its representatives upon reasonable advance written notice during normal business hours not more frequently than on a quarterly basis for examination, audit, inspection, transcription and copying so as to allow DDR to verify all invoices, bills and charges required to be paid by DDR pursuant to the terms of this Agreement. DDR reserves the right to require Oxford, at Oxford's expense, to provide to DDR audited financial statements and such other information that DDR reasonably requests in order evaluate Oxford's ability to provide continuous service under this Agreement. DDR shall also have the right, no more than once per year, to request, at DDR's expense, a Type II SAS 70 report in order to address DDR's Sarbanes-Oxley compliance requirements. To the extent that any such Type II SAS 70 report is used by Oxford for any other purpose or for any other Oxford client or customer, Oxford agrees to reimburse DDR the full cost for such report.

6. **Compliance with Laws.** The Services provided hereunder, and all acts undertaken by Oxford and DDR in connection with this Agreement, shall comply with all applicable (federal, state and local) laws, ordinances, rules and regulations, including, without limitation, all applicable labor and employment and environmental laws, ordinances, rules and regulations. Oxford agrees to obtain and pay for all applicable permits, and licenses required in connection with performance of the Services. Any taxes imposed in connection with the Services shall be paid by the party upon whom such taxes are imposed by the applicable local, state or federal taxing authority.

7. **Representations and Warranties.** Each party represents to the other that it has the requisite power and authority to enter into and perform the terms of this Agreement; the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized; and no other proceedings on the part of such party is necessary in order to consummate this Agreement. Neither the entry into nor the performance of or compliance with this Agreement has resulted, or will result, in any violation of, or is or will be in conflict with, or constitutes or will constitute a default under any limited liability company operating agreement, corporate charter, certificate of incorporation, by-law, partnership agreement, operating agreement, contract, judgment, decree, order, statute, rule or regulation, applicable to such party. To the extent that the Services performed at and/or materials provided to the Business Units by Oxford and/or the Service Providers include any guaranties or warranties, Oxford hereby does, to the extent assignable, assign all such guaranties and warranties to DDR.

8. **Confidentiality.** Oxford, for itself, its principals, affiliates, employees and agents, agrees to treat as strictly confidential all Customer Data. Such Customer Data will only be disclosed to the extent reasonably necessary for Oxford's principals, affiliates, employees and agents to perform Oxford's obligations hereunder, and Oxford will take all reasonable measures to assure that the recipients of such Customer Data from Oxford protect the confidentiality thereof. Without the prior written consent of DDR, which may be withheld in DDR's discretion, Oxford will not make any public disclosure of this Agreement or any relationship whatsoever between DDR and Oxford. Oxford acknowledges that DDR's Customer Data is unique and that monetary damages would be insufficient to compensate DDR for any breach of this Section 8 by Oxford, its principals, affiliates, employees or agents. Accordingly, Oxford agrees that, in addition to any other available remedy, DDR shall be entitled to injunctive and other special and equitable relief in connection with any such breach.

9. **Intellectual Property.** The Services provided to DDR hereunder may include data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, and specifications (collectively, "Technical Elements") owned or developed by Oxford prior to, or independently

from, its engagement hereunder, including, without limitation, the fmPilot maintenance and asset management system (web-based portal and software) (collectively, "Oxford Technical Elements") and Oxford retains exclusive ownership rights to all Oxford Technical Elements. Accordingly, to the extent that any such Oxford Technical Elements are integrated into any deliverables provided to DDR pursuant to this Agreement, Oxford hereby grants to Client a worldwide, multi-site, non-exclusive, paid-up, unlimited license to use, copy and modify such Oxford Technical Elements as integrated into such deliverables for internal purposes only during the term of this Agreement and any mutually agreed transition period post-termination of this Agreement. DDR acknowledges and agrees that any all modifications or enhancements to the Oxford Technical Elements shall be and remain the sole property of Oxford. Moreover, notwithstanding anything to the contrary contained herein, Oxford retains all rights to its knowledge, experience and know-how (including processes, ideas, concepts and techniques) acquired in the course of performing the Services. The Oxford name, logos, and the product names associated with the Services are trademarks of Oxford or third parties, and no right or license is granted to DDR with respect to same. Similarly, this Agreement is not a sale and does not convey to Oxford any rights of ownership in or related to the Customer Data or any intellectual property rights of DDR. The DDR name, logos, and marks are trademarks of DDR, and no right or license is granted to Oxford with respect to same, except as may be expressly granted pursuant to a separate written agreement between the parties.

10. **Insurance.** Unless specifically waived by DDR in writing upon request of Oxford, Oxford shall maintain, at Oxford's expense, commercial general liability insurance with an insurance company licensed to do business in the United States earning a minimum rating of A, Financial Size X in Best's Reports. Such insurance shall provide for minimum limits of US\$1,000,000 bodily injury and US\$1,000,000 property damage per occurrence, with a products liability aggregate limit of at least US\$5,000,000, with a US\$2,000,000 per location annual aggregate limit, coverage for contractual indemnification obligations, and broad form endorsements naming and covering DDR as an additional insured, and shall be primary over any and all other collectible insurance Oxford shall maintain, at Oxford's expense, Blanket Commercial Crime Insurance with a policy limit of not less than US\$10,000,000 covering loss of DDR's funds and property in Oxford's care, custody or control, and caused by a dishonest act on

the part of any agent, servant or employee of Oxford and name DDR as Loss Payee. Oxford shall maintain, at Oxford's expense, statutory Workers Compensation and Employers Liability for limits of US\$500,000. The purchase of such insurance and furnishing of such certificates shall not limit Oxford's obligations hereunder or in any way modify Oxford's agreement to indemnify DDR as set forth herein. Oxford shall require all Service Providers which provide services to DDR to maintain the same insurance levels as stated above, excluding Commercial Crime insurance, but including Commercial Auto Liability insurance, for service contracts requiring the utilization of vehicles in the performance of services, for limits of \$US1,000,000 per accident plus Commercial Auto Liability insurance, for contracts requiring the utilization of vehicles in the performance of services, for limits of \$US1,000,000 per accident . If Service Providers are unable to provide commercial general liability insurance on a per location basis, Oxford and DDR will determine an appropriate minimum level of umbrella/excess insurance to be carried by the Service Provider.

11. Indemnification.

(a) Oxford agrees to indemnify and hold harmless DDR, and its shareholders, directors, officers, employees and agents of each of them, from and against any and all damages, claims, demands, losses, actions, proceedings, judgments, penalties, fines, liabilities, costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) that may arise out of, result from, or be attributable to any negligent act or omission of Oxford and Oxford's affiliates and all of their respective directors, officers, employees, agents, suppliers, vendors or sub-contractors in connection with the performance of Oxford's Services under this Agreement, including, without limitation, any claims for payment from any Service Providers to the extent that DDR has previously paid the applicable Business Unit Invoice relating to such Service Provider claim. In addition, Oxford agrees to indemnify, defend and hold DDR harmless from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of or relating to third party claims of infringement of any trade secrets, copyrights, trademarks, service marks, trade names, United States patents, or similar proprietary rights alleged to have occurred related to information, products, software, hardware or other property (including data obtained from third-party databases) provided by

Oxford to DDR. If any such information, product, software, hardware or other property, provided by Oxford to DDR pursuant to the Services rendered by Oxford hereunder, becomes the subject of a claim, or Oxford reasonably believes use of such product may become the subject of a claim, Oxford may, at its own expense and option: (i) procure for DDR the right to continue use of the product; or (ii) replace or modify the product.

(b) DDR agrees to indemnify and hold harmless Oxford, and its shareholders, members, directors, officers, employees, affiliates and agents of each of them, from and against any and all damages, claims, demands, losses, actions, proceedings, judgments, penalties, fines, liabilities, costs or expenses (including, without limitation, reasonable attorneys' fees and expenses) that may arise out of, result from, or be attributable any negligent act or omission of DDR and DDR's affiliates and all of their respective directors, officers, employees, agents, suppliers, vendors or subcontractors. In addition, DDR agrees to indemnify, defend and hold Oxford harmless from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of or relating to third party claims of infringement of any trade secrets, copyrights, trademarks, service marks, trade names, United States patents, or similar proprietary rights alleged to have occurred related to information, products, software, hardware or other property (including data obtained from third-party databases) provided by DDR to Oxford. If any such information, product, software, hardware or other property, provided by DDR to Oxford, becomes the subject of a claim, or DDR reasonably believes use of such product may become the subject of a claim, DDR may, at its own expense and option: (i) procure for Oxford the right to continue use of the product; or (ii) replace or modify the product.

12. **Assignment; Subcontracting.**

This Agreement shall not be assigned by either party without the prior written consent of the other party; provided that either party may assign this Agreement without such consent to an entity that (i) is controlled or affiliated with such party, or (ii) acquires all or substantially all of the business or assets of such party pertaining to the subject matter hereof, whether by merger, reorganization, acquisition, sale or otherwise.

13. **Termination.**

(a) In the event that Oxford shall materially default in the performance of the Services with respect to its obligations hereunder and such default shall remain uncured for a period of thirty (30) days after written notice by DDR indicating in detail the nature of such default by Oxford, then DDR may terminate the Services by serving written notice of such termination upon Oxford. In the event that DDR shall materially default in the performance of its obligations hereunder and such default shall remain uncured for a period of thirty (30) days after written notice by Oxford indicating the nature of such default by DDR, then Oxford may terminate this Agreement by serving written notice of such termination upon DDR.

(b) Notwithstanding any provision of this Agreement to the contrary, DDR shall have the right to terminate this Agreement immediately, in whole or in part, if (a) Oxford becomes insolvent or makes a general assignment for the benefit of creditors or (b) a petition is filed or proceedings are commenced against Oxford under any bankruptcy law.

(c) Notwithstanding any provision of this Agreement to the contrary, Oxford shall have the right to terminate this Agreement immediately, in whole or in part, if (a) DDR becomes insolvent or makes a general assignment for the benefit of creditors or (b) a petition is filed or proceedings are commenced against DDR under any bankruptcy law.

(d) Immediately after the receipt of a termination notice pursuant to the terms of this Agreement, the parties shall commence, in good faith and in a professional manner, efforts to

effect a smooth and timely transition of all Customer Data and other materials and services provided hereunder. Termination transition activities shall include, without limitation, the (a) preparation of reports that accurately and completely communicate the status of all work orders in progress and invoice and payment status of each such work order, (b) payment of outstanding approved and undisputed charges to Service Providers (c) issuance by Oxford of Internal Revenue Service Form 1099s where required (d) distribution of all pertinent reports and service contracts, (e) electronic conversion of data from finPilot to any replacement system designated by DDR, (f) referral of tenant and Service Provider calls from Oxford to DDR for a period of at least 60 days after the effective date of any termination.

14. **Notices.** All notices, requests, consents or other communications provided for in or to be given under this Agreement shall be in writing, may be delivered in person, by overnight air courier or by facsimile transmission, with verbal confirmation and shall be deemed to have been duly given and to have become effective (a) upon receipt if delivered in person, (b) one day after having been delivered to a nationally recognized overnight air courier, or (c) upon verbal confirmation of receipt if delivered by facsimile transmission, directed to the parties or their assignees at the following addresses (or at such other address as shall be given in writing by a party hereto):

If to Oxford:

Oxford Building Services, Inc.
3379 Peachtree Rd. NE
Suite 750
Atlanta, GA 30326
Attn: Chief Executive Officer
Phone: (866) 594-2258

If to DDR:

Developers Diversified Realty Corporation
3300 Enterprise Parkway
Beachwood, OH 44122
Attn: Senior Vice President – Property Management
Fax: (216) 755-1558

And to:

Developers Diversified Realty Corporation
3300 Enterprise Parkway
Beachwood, OH 44122
Attn: General Counsel
Fax: (216) 755-1650

15. **Relationship of Parties.** Oxford shall be deemed for all purposes to be an independent contractor of DDR and nothing contained herein shall be construed as creating any relationship of employment, partnership, joint venture or similar arrangement between Oxford and DDR. DDR shall not be responsible for any withholding or sales taxes payable with respect to Oxford's compensation hereunder, it being agreed that Oxford shall be solely responsible for the payment of any such taxes. Furthermore, Oxford acknowledges and agrees that is shall be solely responsible for the issuance of Internal Revenue Service Form 1099s to all Service Providers where required by law.

16. **Entire Agreement; Amendments; Waiver.** This Agreement, and the Exhibits to this Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties respecting the subject matter hereof, and supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be amended, modified or altered except by a written instrument signed by authorized representatives of both parties. No failure or delay on the part of either party to exercise any right, privilege or power under the Agreement shall operate as a

waiver or relinquishment thereof, nor shall any single or partial exercise by either party preclude any other or further exercise thereof, or the exercise of any other right, privilege or power.

17. Severability. The invalidity of any provision of this Agreement shall not render invalid any other provision, it being the intention of the parties that the terms hereof will be construed in such fashion as to make all of such provisions valid and enforceable to the full extent permitted by applicable law.

18. Governing Law. The validity, interpretation and performance of this Agreement shall be determined in accordance with the local laws of the State of Ohio, without application of its conflicts of laws principles.

19. Venue. The parties hereto hereby consent to the exclusive jurisdiction and venue of the courts of proper subject matter jurisdiction located in the State of Ohio for all purposes related to this Agreement or any contract related to this Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date set forth above.

**DEVELOPERS DIVERSIFIED REALTY
CORPORATION**

By: 

Name: John S. Kokinchak

Title: Senior Vice President - Property Management

OXFORD BUILDING SERVICES, INC

By: 

Name: Richard Matero

Title: Director

GUARANTY

Control Building Services, Inc. ("Guarantor") as a material inducement to and in consideration of DDR entering into the Agreement with Oxford, of even date herewith, unconditionally and absolutely guarantees and promises, to and for the benefit of DDR, its successors and assigns, that Oxford shall perform the provisions of the Agreement that Oxford is to perform under the Agreement and the full performance and observance of all of the covenants, terms, conditions and agreements therein provided to be performed and observed by Oxford, its successors and assigns. The defined terms used herein shall have the same meaning as set forth in the Master Services Agreement set forth above. Guarantor's obligations are independent of Oxford's obligations under the Agreement and shall not be discharged except by payment to and receipt by DDR of all sums due under the Agreement and the performance of all covenants, terms, and conditions under the Agreement. A separate action may be brought or prosecuted against

Guarantor whether the action is brought or prosecuted against any other guarantor or Oxford, or all, or whether any other guarantor or Oxford, or all, are joined in the action.

CONTROL BUILDING SERVICES, INC.

By: 

Name: Richard Matero

Title: President

Schedule A – Statement of Work DRAFT



SCHEDULE A: SOLUTION DESCRIPTION

1) SYSTEM SETUP, CONFIGURATION AND IMPLEMENTATION

The System is defined as the Maximo database and fmPilot. Oxford shall provide the System setup, configuration and implementation, including the setup the service provider management services component. Timelines will be followed by the parties hereto and each party will act in good faith to meet the timelines unless otherwise mutually agreed to in writing.

Licenses

Oxford has the authority to grant and hereby grants to DDR a non-exclusive, irrevocable, worldwide and perpetual license to use the System during the Term and for nine months after termination to (a) copy, distribute, transmit, display and otherwise use the System (including documentation, upgrades, modifications, patches or fixes thereto) and (b) provide access to the fmPilot web-based portal to an unlimited number of end users. Notwithstanding the aforementioned, the fmPilot and web-based portal are and shall remain the sole and exclusive property of Oxford. Nothing herein shall be construed to grant DDR any ownership to the fmPilot software. DDR agrees to pay a fee in the amount of Twenty-Five Thousand Dollars (\$25,000.00) per month for use of the System after termination.

Oxford warrants to DDR that the System delivered to DDR (a) will be free of viruses and (b) will perform substantially in accordance with its accompanying user documentation for 18 months from initial delivery and from each subsequent upgrade.

Oxford Implementation Process

The Project implementation consists of several phases. Each phase is designed to gather, design and build the total System for DDR. These phases include:

Project Kickoff – This meeting serves as the starting point of the System implementation. In this meeting, each party hereto sets expectations for the implementation and begins the process of implementing the System.

Data Gathering – This phase of the Project consists of gathering all relevant data for the implementation and mapping it so that it can be easily incorporated into the new solution. This is accomplished with data provided by DDR from hard copy list, legacy systems and/or through data collection templates that Oxford will provide. In general, this data consists of retained vendor, maintenance category, and user information. This is the initial phase of the Project, and its completion serves as the start of much of the remainder of the Project.

Business Rules Generation – This track of the Project covers all aspects of gathering old and creating new business rules that will serve as the foundation of the Project

Schedule A – Statement of Work DRAFT

implementation. These business rules include all general workflows, escalation procedures, call scripting, site branding, vendor rules, standard operating procedures ("SOPs") and call center operations, internal and external preventative maintenance ("PM"), and accounts payable procedures. Oxford will also provide sound best practice advice and examples when creating these business tools.

For the Project, the business rules generation phase will also include the following:

- ◊ DDR will provide predefined business rules/work flows that have been previously developed. These predefined business rules and work flows will be used in the Project. If there are best practices that Oxford is able to provide that is a better fit for the industry segment, then these will be carefully considered by DDR.
- ◊ Escalation of service requests priority by the requestor.

Service Provider Acquisition – The vendors and service providers provide a critical component to the Project. It is understood and agreed by Oxford that DDR wishes to keep a certain segment of its existing vendor and service provider base ("DDR Existing Vendors"). Oxford also has a developed nationwide portfolio of the best-of-the-best vendors and service providers covering all trades ("Oxford's Vendor Network"). The Oxford's vendor management team will work with DDR Existing Vendors to bring them into the Oxford's Vendor Network. This qualification process ensures that DDR Existing Vendors can and will work within the Project. Any openings that remain after DDR identifies DDR Existing Vendors shall be filled with vendors that make up the Oxford's Vendor Network, subject to DDR written approval, not to be unreasonably withheld.

The Service Provider Acquisition phase will include the following steps:

- ◊ Oxford will contact and communicate to all of DDR Existing Vendors the requirements set forth in the Service Provider Manual, to be developed with DDR during the implementation.
- ◊ All vendors and service providers, whether or not they are DDR Existing Vendors or approved vendors from Oxford's Vendor Network (hereinafter referred to as "Service Providers") shall be required to execute DDR approved form of services agreement ("Services Agreement"), which shall be between the Service Providers and Oxford. Each fully executed Services Agreement will be stored in the System by Oxford and accessible by DDR.
- ◊ Obtaining Service Provider signatures on each Services Agreement shall be performed by Oxford's vendor management team in conjunction with DDR property management support, prior to forwarding to DDR for final approval.



Schedule A – Statement of Work DRAFT

- ◊ Oxford will set-up and execute the training on the use of Oxford's systems and DDR SOPs for all Service Providers.
- ◊ In the event a DDR Existing Vendor is not responding to Oxford's request for information and/or Services Agreement negotiations, then Oxford will communicate this to proper DDR personnel for their intervention or approval of a vendor from Oxford's Vendor Network.

Bidding – Oxford agrees that bids shall be obtained for recurring and non-recurring services or repairs unless DDR instructs Oxford otherwise, including but not necessarily limited to, pressure washing, sweeping, landscape maintenance, snow removal, and major expenditures, such as parking lot paving and repair, sidewalk and curb replacements, painting, and canopy repair or replacement which exceed \$2500 in cost. Oxford further agrees and acknowledges that its bidding processes shall meet or exceed current DDR standards.

Data Processing – Oxford shall be responsible for the data processing, which shall consist of processing of the information gathered through the Data Gathering and Business Rules Generation phases. The primary product of this data processing will be the Maximo database that serves the Project.

Integration – Oxford shall provide necessary file formatting and field mapping to ensure proper data transfer from the Maximo database into DDR GL / AP systems and database(s) (this contains the portfolio of locations i.e. Region/Division/Area/District)

Solution Design and Creation – Oxford shall complete all tasks required to design and build the fmPilot portal and incorporate the configuration and legacy data that is required to operate the Project. In addition, Oxford shall provide in the store portal the predefined hierarchy structure provided and proven effective by DDR in its sole determination.

Training – Oxford shall implement the training phase once the business rules are established. Training shall consist of three distinct training elements. These include Service Provider training, DDR personnel training, and call center customer service representative ("CSR") training. Each shall be accomplished through a combination of on-line tutorials (including an interactive training application for DDR Property Managers), electronic manuals, and conference sessions with Oxford's training staff. Continued training support shall be maintained through the account management throughout the term of the Agreement.

Transition/Go-Live – The transition phase contains the activities that are necessary to seamlessly transition from a legacy system to the Project.

2) SERVICE PROVIDER MANAGEMENT

Oxford shall provide Service Provider Management Services, which shall be comprised



Schedule A – Statement of Work DRAFT

of the following:

fmPilot

fmPilot® is the maintenance & asset management system that features sophisticated and comprehensive technology built on the IBM Maximo® platform. Oxford shall ensure that the systems and processes conform to DDR desired operational and business processes as determined by DDR and provided to Oxford. fmPilot is a web-based portal system. Oxford shall provide a comprehensive assessment of DDR facilities management needs and then tailor the software to accommodate DDR facilities management needs as determined by DDR. Pertinent facilities data and parameters that were collected and all business rules established during the implementation process stage will have been incorporated.

Once fmPilot is populated with DDR business rules and fully configured it will provide a complete work order tracking system that measures and tracks every data point in the work order process. Each work order shall have a unique identifier and such identifier will not be used again during the term of this Agreement. The fmPilot technology shall provide complete call center, Service Provider, and DDR functionality to ensure all parties have appropriate visibility needed to ensure a seamless work order process for DDR Facilities. fmPilot includes the following tasks and collects valuable data along each step of the process:

- Facility service calls/requests are input and tracked
- emergency & PM work orders are dispatched to appropriate Service Providers
- work order progress is tracked
- work order tracking audit trail
- warranties
- duplicate calls
- warranty recalls
- parts warranties
- insurance and 3rd party damages
- asset management
- drawings/Facility plans
- invoicing

During the implementation process, standards will be established, based on DDR business rules. These standards drive the accountability and follow-up within the system alerting the CSR's to perform detailed follow-up throughout the process. Additionally, the system has data including the Service Provider's arrival to the Facility, actual time spent on work order, time leaving the Facility, estimated time of arrival changes, parts on order changes, etc. – all metrics will be tracked using the software and Integrated Voice Response ("IVR") Service Provider accountability system.

DDR hereby establishes the following Business Rules for response time between the time that Oxford is notified by DDR and the time when a Service Provider arrives on site :



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- Emergency Situations: 2 hour response time maximum
- Non-Emergency Situations: 24 hour response time maximum
- Non-Emergency Situations where initial Vendor awarded the work did not respond: 48 hour response time maximum

If Oxford fails to have a Service Provider on site within the maximum response time set forth above, Oxford shall immediately notify the DDR person that made the original request and Oxford shall utilize all commercially reasonable means to ensure that the request is addressed as soon as possible.

fmPilot shall also manage the internal and external PM process. The PM requests are input into the system by Oxford's account management team based on this information being provided to Oxford by DDR in an electronic format and automatically dispatched to the appropriate Service Provider. All PMs shall be followed up to completion by the CSR's at the call center.

Call Center

Oxford shall staff the Call Center with knowledgeable CSR's who will provide intelligent and responsive support for all facility maintenance needs. The Call Center CSR's have been fully trained on the facility maintenance industry and trade specific knowledge. At a minimum, the Call Center shall provide the following components:

- 24/7/365 availability
- Visibility and accountability of every service call via web-based monitoring
- Comprehensive real-time reporting capabilities
- Call Center metrics/service level reporting on demand
- T1 voice lines with 400 simultaneous incoming call capacity, automatic call dispatching, and all generator backed up
- T1 data lines with 250 simultaneous web request capacity and redundant providers
- Dedicated toll free incoming line(s) for DDR only. In the event of termination of the Agreement by either party, Oxford will transfer all rights and responsibility regarding toll-free telephone number(s) used in conjunction with the Service to a location chosen by DDR.
- Quality control through service call surveys and random follow-up
- Oxford shall not allow third party silent monitoring of any of DDR calls.
- DDR shall have the right to silent monitor any of DDR inbound/outbound calls.
- Oxford shall ensure that there is no conflict of interest between the CSR's and Service Providers.
- DDR may request the reassignment of a CSR off of DDR account at any time and for any reason.



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All Call Center team members shall have complete training on finPilot, call center technology and DDR specific service level agreement requirements (“SLAs”) and other pertinent information. All call center CSR's shall receive continuous training in facility maintenance operations, safety, and life safety.

Oxford shall retain all data collected and stored in connection with the performance of the Services and shall not delete or destroy any of DDR data without DDR prior written approval. Oxford shall implement a backup strategy of performing daily incremental and weekly full backups and full disaster recovery testing of all DDR data collected and stored in connection with the performance of the Services in accordance with DDR technical data and security requirements. Oxford shall make such backup material and disaster recovery testing available to DDR upon request. In the event of any downtime of Oxford's system, Oxford shall use its best efforts to immediately remedy the problem or error and restore to full functionality and recover all data collected. During an event of downtime or required repairs, all calls shall be routed to functioning servers and/or a redundant server and at no time shall the Services be unavailable to DDR. Oxford shall be responsible, at no additional cost to DDR, to track and key in all work orders during such downtime. Oxford understands and agrees that persistent downtime of its systems, busy signals, or excessive wait times are cause for a material breach under this Agreement.

Decision Framework

Oxford shall, at no additional cost to DDR, utilize standard reporting and statistical analysis tool (“Decision Framework”) to manage the Service Providers, determine the root cause of equipment failure, and to assist DDR in improving quality of work and reducing cost.

Decision Framework is composed of the following:

Dashboards – Dashboards give a high level view which can be used to drill into specifics on DDR configurable metrics. The Dashboards are graphical and use data updated no less than one time per day about such topics as financial performance of facilities maintenance department, outstanding service requests, Service Provider scorecard statistics, open work orders, etc. Dashboard views are configurable by role and type.

Data Statistical Engine – With the data collected at each point in the maintenance process, Oxford shall perform multivariate regression analysis on the equipment and Facility data to give DDR actionable data that allows for predictive and proactive decisions. Oxford analysts will extract data from Oxford's data warehouse and build advanced statistical models and analysis for DDR, customized for DDR needs, using the suite of SAS statistical software. Oxford shall make such data and analysis available to DDR upon request.



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Reporting Engine –Oxford shall provide reports customized for DDR requirements which may be viewed and executed on demand by DDR from a secured web-based browser. With these reports, DDR has the option to further specify custom parameters or filters (such as date range, region, trade, etc.) for the report.

The reporting engine includes reports for DDR, Service Providers and overall system activity.

Metric Reporting – Additionally, further customized reports may be created through the use of a web-based report creation tool or ad-hoc reporting tool. With all reports data may be rolled up and summarized at the DDR user's discretion. All the reports are provided to all users in real-time and/or on historical basis. Oxford will provide training for the DDR users.

Dedicated Account Manager – Oxford shall provide a dedicated account manager to support DDR for the duration of this Agreement (the "Dedicated Account Manager"). DDR shall provide suitable office space and internet access for the Dedicated Account Manager while working at DDR premises. The Dedicated Account Manager shall be provided with and must wear at all times Oxford badges while on DDR premises. The Dedicated Account Manager's building access will be restricted to the general work area within the department of the provided office space. Under no circumstance shall the Dedicated Account Manager be considered an employee of DDR.

Service Provider Management

Service Provider Management encompasses the Service Provider Acquisition phase referred to above, training and support, score carding and key performance indicator monitoring, and Service Provider accountability.

Oxford shall only utilize self-performing Service Providers whenever possible for the FMO Project.



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Service Provider Selection

In accordance with the Service Provider Acquisition section above, Oxford will use a best-of-breed vendor selection process that incorporates frequent Service Provider selection using RFPs that cover all retail trades. Each potential vendor will be vetted by checking references, reviewing insurance, looking at the size of company, number of technicians, score carding technical competency utilizing, labor rates, parts, truck charges, and invoicing requirements.

Service level agreements are determined prior to vendors being admitted as a Service Provider. DDR service levels will be communicated to all Service Providers in advance and will also be stored in the fmPilot system. Some of the service level components are:

- Response time
- Vendor approval time
- Escalation protocols
- Do Not Exceed amounts (DNE)
- On Site time
- Resolution time
- Customer Satisfaction

Oxford shall manage the insurance and documentation process for all Service Providers in accordance with the terms of this Agreement. Oxford shall obtain and archive Service Provider insurance coverage and certifications and shall provide copies of same to DDR upon request. System alerts will notify DDR account management team and Service Provider thirty (30) days in advance when coverage is about to lapse so it can be renewed and captured in the system. Service Providers are prohibited from receiving and accepting work orders while coverage is lapsed. Additionally, it is understood that there may be occasions when insurance requirements may need to be adjusted for certain service events. Oxford and DDR will work together to ensure that proper insurance coverage is in place prior to issuing work orders.

Service Provider Training, Guidance, & Support

Oxford shall ensure that all Service Providers are trained on how to use the system. Initial training shall be provided on using fmPilot, invoicing procedures, and the IVR. On-going training will be provided throughout the term of the Agreement. Training is delivered via web and/or conference calls. Additionally, Oxford will provide Service Provider manuals as training reference materials. It is agreed and understood that said Service Provider manuals shall be considered a Deliverable as that term is defined in this Agreement.



Schedule A – Statement of Work DRAFT

Service Provider Scorecards

Oxford shall develop scorecards for DDR which will be available for each Service Provider utilized in finPilot. The scorecard will provide multiple metrics, weighted scorecard categories and Service Provider benchmarking. DDR and Oxford will monitor rankings and will work with underperforming Service Providers to upgrade their performance.

Service Provider Portal

Oxford shall provide a portal where Service Providers are notified about incoming work order requests either by alert emails or alert boxes. Service Provider time limits to accept or decline requests are pre-set in the system based on DDR business rules. After time limit elapses, request automatically notifies a CSR for reassignment. When a Service Provider responds within the time limit, a CSR is also automatically alerted.

On work order completion, Service Providers will be required to complete proper invoices electronically and submit for review, approval and payment. If invoice is challenged by DDR, Service Provider is alerted and has opportunity to modify and resubmit.

Schedule A – Statement of Work DRAFT**3) ACCOUNTING*****Paperless Invoicing***

The intent of both parties is to use paperless invoicing. In the event a Service Provider is unable or unwilling to do electronic invoicing, then with DDR's prior written consent, Oxford shall input and convert said Service Provider's invoice and submit it to DDR electronically. Oxford covenants and agrees that it shall not increase or in any way mark-up the invoices submitted by the Service Providers. Oxford will be responsible for providing paperless invoicing, requiring the Service Provider to create and submit electronic invoices. Oxford shall keep all contractual rates, regular rates, overtime, trip charges, PM rates, invoicing requirements, etc., in the Maximo database. When a Service Provider generates an invoice, it is able to be electronically checked by comparing multiple data elements, including contracted "Do Not Exceed" with the submitted invoice cost, time charged vs. IVR, contracted hourly rates, contracted trip charges, and to ensure compliance. When an error is found, it is sent back to the Service Provider to research, fix, and then resubmit. Service Providers will be required to submit all electronic invoices within thirty (30) days of the date that service was performed. Any invoice submitted in a method other than said electronic invoice or beyond sixty (60) days from the date of service are subject to denial of payment, unless otherwise agreed to by DDR. Oxford will reconcile invoices with DDR per the service agreement terms.

Oxford represents that its front-end processes perform an automated quality inspection on every invoice to ensure that data is accurate and all work was performed to standard and contractual agreements.

ACCOUNTS PAYABLE PROCESS / DDR SYSTEMS INTEGRATION

Oxford has experience in working with clients to streamline their accounts payable processes as well as to integrate with their financial, enterprise resource planning (ERP) and enterprise content management (ECM) systems. Oxford acknowledges that it has experience with clients such as DDR that utilize J.D. Edwards as their ERP system.

fmPilot, built on IBM/Maximo technology, is configurable to support integration with or staging of data for various enterprise applications. In most cases, Oxford works with client information technology and finance personnel to provide routine exports of key data elements to an FTP or other secure site.

The current proposed AP process flow chart diagram is provided on the next page of this document. A further definition of the DDR ERP and ECM systems would be required in order to further clarify proposed processes.

Schedule A – Statement of Work DRAFT

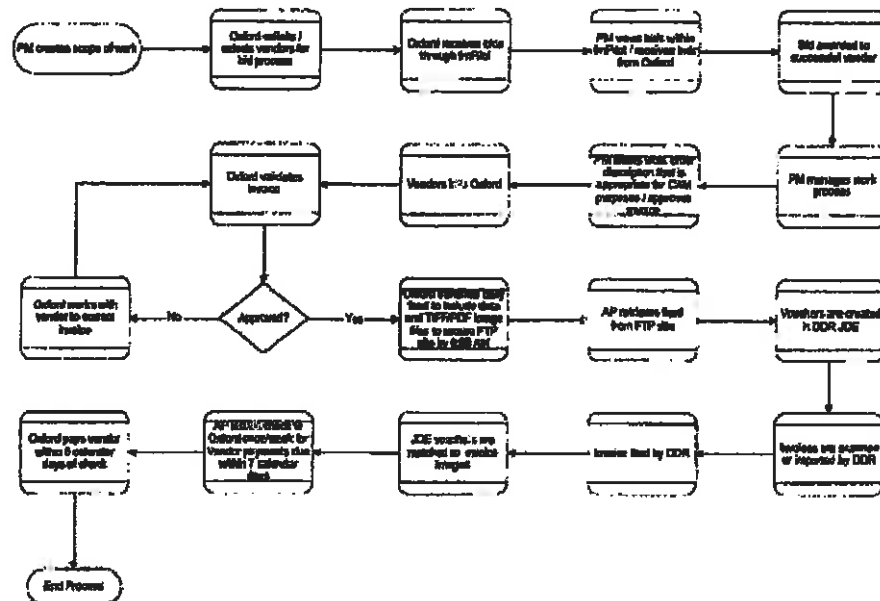


Figure 1: Current Proposed AP Process Flow

ACCRUAL REPORT

Oxford shall provide a monthly report summarizing completed work orders by Business Unit categorized by the designated General Ledger accounts set forth in the table below with the amounts that have not been transmitted to DDR in the daily feed as of the last day of the month. This report shall be delivered by the third business day of the following month.



Schedule A – Statement of Work DRAFT



ERP / JD Edwards – Training Manual

Chart of Accounts

633026	FOOD COURT-GAS		MR6130102
711001	LANDLORD EXPENSES	N	MR6130000
711149	JANITORIAL (LANDLORD)		MR6130005
711160	ELEVATOR/ESCALATOR		MR6130007
711155	LANDSCAPING (LANDLORD)		MR6130010
711160	SNOW REMOVAL (LANDLORD)		MR6130015
711165	TRASH REMOVAL		MR6130020
711170	PARKING LOT		MR6130025
711175	REPAIRS		MR6130027
711180	CURBSIDEWALKS		MR6130030
711185	SIGNAGE		MR6130035
711190	WINDOW CLEANING (LANDLORD)		MR6130040
711195	PEST CONTROL (LANDLORD)		MR6130045
711200	PAINTING		MR6130050
711205	PLUMBING		MR6130055
711210	HVAC (LANDLORD)		MR6130060
711215	ELECTRIC (LANDLORD)		MR6130065
711225	FIRE PROTECTION		MR6130070
711235	SECURITY (LANDLORD)		MR6130072
711240	WALLS (LANDLORD)		MR6130075
711245	STOREFRONT		MR6130080
711250	CANOPY		MR6130085
711255	SEASONAL DECORATIONS		MR6130088
711260	ROOF		MR6130090
711265	MUZAK		MR6130091
711270	POSTAGE		MR6130092
711275	LATE FEES-UTILITIES		MR6130093
711280	TRAVEL		MR6130094
711285	MISCELLANEOUS (LANDLORD)		MR6130095
711290	OFFICE EXPENSE		MR6130098
711295	OFFICE PAYROLL		MR6130097
711300	TENANT MPS-GENERAL		MR6130099
711305	GAS (LANDLORD)		MR6130100
711315	WATER		MR6130105
700000	NON-RECOVERABLE OP. EXPENSES	N	MR7000000
712100	RENTAL EXPENSES	N	MR7010000
712105	GROUND LEASE		MR7010003
712110	RENT EXPENSE - BL		MR7010007
712115	RENTAL EXPENSE, SUBLEASE		MR7010010
712120	CAM EXPENSE, LEASE		MR7010011
712125	RENTAL TAX, LEASE		MR7010012
712130	INSURANCE, LEASE		MR7010013
712135	RE TAX, LEASE		MR7010014
712165	UTILITIES, LEASE		MR7010016
712170	MERCH ASSOC, LEASE		MR7010016
713001	MERCHANTS ASSOC COSTS	N	MR7020000
713010	MERCHANTS ASSOC COSTS		MR7020005
711800	ADVERTISING & PROMOTIONS	N	MR7030000
711810	ADVERTISING & PROMOTIONS		MR7030005
711800	ANCILLARY INCOME EXPENSES	N	MR7040000
711860	UTILITY EXPENSE-TEMP TENANTS		MR7040004
711865	TEMP TENANT - MISC		MR6669999
711820	COMMON AREA EXPENSES		MR7040005
711899	TEMPORARY TENANT EXPENSES		MR7040010



Schedule A – Statement of Work DRAFT

714001	PROFESSIONAL SERVICES	N	MR7050000
714005	PROF SERVICE-LEASING COMMS		MR7050005
714010	PROF SERVICE-ASSET MNGT FEE		MR7050010
714015	PROF SERVICE-ACCOUNTING		MR7050015
714055	PROF SERVICES-OTHER		MR7050020
714020	PROF SVCS - TAX EXP - OUTSIDE		MR7050022
714025	PROF SVCS - TAX EXPENSE DDR		MR7050024
714030	PROF SERVICES-LEGAL		MR7050025
714040	PROF SERVICES - DDR LEGAL		MR7050026
714045	PROF SERVICES - DDR LITIGATION		MR7050027
714050	PROF SERVICES - DDR OTHER		MR7050028
714055	PROF SERVICES-OTHER		MR7050030
714060	PROF SERVICES -AMENDMENT REIMB		MR7050031
714065	PROF SERVICES - BANKRUPTCY REI		MR7050032
714070	PROF FEES - STATUTORY REPRESENT		MR7050033
714075	PROF SERVICE-ADMIN FEE		MR7050035
714080	PROF SERVICE-AND. INCOME FEE		MR7050040
714085	BANK FEES		MR7050041
714090	PRO SER-NON COLL TNT LITIGATION		MR7050042
714095	PRO SER-NON TENANT LITIGATION		MR7050043
714100	PRO SER-BANKRUPTCIES TENANT		MR7050044
714105	PROF SERVICES-COLLECTIONS		MR7050045
711900	REAL ESTATE TAXES (NON REIMB)	N	MR7080000
711805	REAL ESTATE TAXES OUTLOTS		MR7080005
711910	RE TAXES-PENALTIES		MR7080008
711915	RE TAXES - PRIOR YEAR ADJ		MR7080010
711920	TAXES - PERSONAL PROPERTY		MR7080015
770002	TAXES	N	MR7070000
770010	FEDERAL INCOME TAX		MR7070003
770020	ANNUAL REPORTS/BUSINESS LICENS		MR7070004
770030	STATE TAXES - FRANCHISE		MR7070005
715001	PROVISION FOR DOUBTFUL ACCTS	N	MR7090000
715005	BAD DEBT EXPENSE RESERVES		MR7090005
715020	BAD DEBT EXP-TENANT PY RECOVERY		MR7090007
715030	RECOVERY OF BAD DEBT		MR7090010
718001	ABANDONED PROJECTS	N	MR7080000
718005	ABANDONED PROJECTS		MR7080005
718001	EXTRAORDINARY EXPENSE	N	MR7100000
718010	EXTRAORDINARY EXPENSE		MR7100005
780003	MINORITY INTERESTS	N	MR7110000
780100	MINORITY INTEREST FFO		MR7110005
780110	MINORITY INTEREST NON FFO		MR7110008
780120	OP UNIT INTEREST		MR7110010
780110	MINORITY INTEREST NON FFO		MR7110015
717100	INTEREST EXPENSE	N	MR7120000
717140	INTEREST-MORTGAGE		MR7120005
717105	INTEREST - SENIOR NOTES		MR7120010
717120	INTEREST-LINES OF CREDIT (PRIMARY)		MR7120015
717199	INTEREST-MISC		MR7120020
717180	INTEREST-CAPITALIZED		MR7120025
717165	INTEREST-AMORT FMV DEBT		MR7120028
717170	INTEREST-INTERCOMPANY		MR7120030
780110	MINORITY INTEREST NON FFO		MR7120035
780110	MINORITY INTEREST NON FFO		MR7120040



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717140	INTEREST-MORTGAGE		MR7120045
717140	INTEREST-MORTGAGE		MR7120060
717199	INTEREST-MISC		MR7120055
717199	INTEREST-MISC		MR7120080
717610	AMORTIZATION-LOAN COSTS		MR7120065
	DEPRECIATION EXPENSE (SUGGEST		
781000	DEPRECIATION	N	MR7130000
781110	DEPRECIATION-BUILDING		MR7130005
781140	DEPR - FURN & FIXTURES		MR7130010
782210	AMORTIZATION-LEASE COST		MR7130015
782210	AMORT - LEASE COSTS		MR7130020
782210	AMORT - LEASE COSTS		MR7130025
719001	PREFERRED/PROMOTE	N	MR7800000
719005	PREFERRED DIVIDENDS		MR7800001
719010	PREF DIVIDENDS CONTRA		MR7800002
719015	JV FFO PROMOTE CONTRA		MR7800003
719020	JV FFO PROMOTE		MR7800004
718110	EXTRAORDINARY EXPENSE		MR7900000
718110	EXTRAORDINARY EXPENSE		MR7900005
718110	EXTRAORDINARY EXPENSE		MR7900010
718110	EXTRAORDINARY EXPENSE		MR7900015
718110	EXTRAORDINARY EXPENSE		MR7900020
718110	EXTRAORDINARY EXPENSE		MR7900025
718110	EXTRAORDINARY EXPENSE		MR7900030
718110	EXTRAORDINARY EXPENSE		MR7900035
718110	EXTRAORDINARY EXPENSE		MR7900040
810000	SALARIES & WAGES	N	MR8010000
810005	SALARIES & WAGES		MR8010005
810005	SALARIES & WAGES		MR8010010
810010	SALARIES & WAGES - MALL P		MR8010015
810015	SALARIES & WAGES - TO CAM		MR8010020
810005	SALARIES & WAGES '		MR8010025
810020	SAL & WAGES - REIMB		MR8010030
810025	MARKETING SALARIES REIMB		MR8010035
810030	LEGAL REIMBURSEMENT - JV		MR8010038
810035	SALARIES & WAGES-BONUS		MR8010040
810040	SAL & WAGES-PERFORMANCE UNITS		MR8010045
810045	SALARIES & WAGES - STK OPTIONS		MR8010048
810050	SAL & WAGES-RESTRICTED STOCK		MR8010050
812000	SALARIES CAPITALIZED	N	MR8020000
812005	SALARIES CAPITALIZED		MR8020005
812010	SALARIES-MAINT. & PROMO		MR8020010
819000	PAYROLL TAXES	N	MR8030000
819005	FICA EXPENSE		MR8030005
815010	FICA EXPENSE TO CAM & DEV		MR8030010
815015	FED. UNEMPLOYMENT		MR8030015
815020	STATE UNEMPLOYMENT		MR8030020
815025	WORKERS' COMP.		MR8030025
815030	OTHER TAXES TO CAM		MR8030030
818005	MEDICAL PREMIUM		MR8040000
818005	MEDICAL PREMIUM		MR8040005
818005	MEDICAL PREMIUM		MR8040008
818005	MEDICAL PREMIUM		MR8040010
818005	MEDICAL PREMIUM		MR8040012



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818005	MEDICAL PREMIUM		MR8040013
818005	MEDICAL PREMIUM		MR8040016
825005	LIFE INSURANCE		MR8040020
825005	LIFE INSURANCE		MR8040025
835005	BUSINESS TRAVEL EXPENSE		MR8040030
830005	SHORT TERM DISABILITY		MR8040035
830005	SHORT TERM DISABILITY		MR8040040
835005	401 (K) MATCH		MR8040045
840005	DEF COMPENSATION PLAN		MR8040050
840005	DEF COMPENSATION PLAN		MR8040055
848000	TRAVEL	N	MR8050000
848005	AIR TRAVEL		MR8050005
848010	TRAVEL EXP TO CAMBACQ.		MR8050010
848015	AIR FARE - CORP PLANES		MR8050016
848020	AUTO RENTALS		MR8050020
848020	AUTO RENTALS		MR8050025
848025	TRAVEL EXPENSE		MR8050030
848030	MISCELLANEOUS		MR8050035
848035	MISCELLANEOUS		MR8050040
848035	MISCELLANEOUS		MR8050045
848030	MILEAGE		MR8050050
848035	MEALS		MR8050055
848035	MEALS		MR8050060
848040	TRUCK, AUTO & PARKING		MR8050065
848035	MISCELLANEOUS		MR8050070
848030	LODGING		MR8050075
848035	TRAVEL AGENT REIMB		MR8050080
848030	ENTERTAINMENT		MR8050085
848035	LEASE CAR		MR8050090
848035	LEASE CAR		MR8050095
848035	LEASE CAR		MR8050100
848030	TRAVEL EXPENSE CONTRA		MR8050099
850000	OCCUPANCY	N	MR8060000
850005	OFFICE RENT		MR8060005
850005	OFFICE RENT		MR8060010
850005	OFFICE RENT		MR8060015
850007	ENTERPRISE CAFE		MR8060017
850015	CLEANING		MR8060020
850020	SUPPLIES-CLEANING&MAINT		MR8060025
850010	LANDSCAPING		MR8060030
850010	LANDSCAPING		MR8060035
850030	UTILITIES - HVAC		MR8060040
850040	UTILITIES - ELECTRICITY		MR8060045
850040	UTILITIES - WATER		MR8060047
850025	UTILITIES - GAS		MR8060050
850030	REPAIRS		MR8060055
850030	REPAIRS		MR8060060
850030	REPAIRS		MR8060065
850055	SECURITY - DD OFFICE		MR8060070
848030	MISCELLANEOUS		MR8060075
852000	TELEPHONE	N	MR8070000
852105	TELEPHONE		MR8070005
852110	TELEPHONE/CELLULAR		MR8070010
852115	TELEPHONE - INTERNET		MR8070015



Schedule A – Statement of Work DRAFT

PURCHASE COMMITMENT REPORT

Oxford shall provide a quarterly report summarizing all of the outstanding commitments excluding service contracts that are cancelable within a short-term period. The report should show all open commitments, any amounts paid and net amount remaining. The report should show all outstanding commitment as of the last business day of each calendar quarter with the option to retrieve detailed information, if needed. The report shall be delivered by the tenth of the month following DDR's fiscal quarter close.

4) PROPERTY LEVEL SERVICES / ACCOUNTS

Under the Service Bundling program, Oxford will manage property level services per the following account table, which includes the General Ledger code for and description of the property level services to be provided.

	December YTD 2008 Original Budget TOTAL INCLUDED SERVICES
OFFSITE MAINTENANCE	
621010 - LANDSCAPING (OFFSITE)	160,625.00
621050 - RETENTION AREA MAINTENANCE (OF	58,822.00
621055 - SWEEPING (OFFSITE)	110,744.00
621060 - SNOW REMOVAL (OFFSITE)	24,400.00
621200 - PARKING LOT REPAIRS (OFFSITE)	9,000.00
621230 - SIGNAGE (OFFSITE)	22,038.00
621375 - ELECTRIC REPAIR (OFFSITE)	21,200.00
TOTAL Offsite Expenses	406,827.00
ONSITE MAINTENANCE	
622010 - LANDSCAPING	16,335,662.26
622050 - RETENTION AREA	773,330.00
622055 - SWEEPING (ONSITE)	12,038,049.10
622060 - SNOW REMOVAL	13,991,603.06
622110 - MAINTENANCE SUPPLIES (ONSITE)	183,871.00
622115 - GENERAL SUPPLIES	65,100.00
622120 - CLEANING SUPPLIES	4,600.00
622125 - R/R SUPPLIES	300.00
622130 - PAPER SUPPLIES	900.00
622140 - EXT JOINT MAINTENANCE SUPPLIES	200.00
622145 - MAINTENANCE - COMMON ROOM	2,250.00
622155 - MAINTENANCE - R/R	1,000.00
622170 - MAINTENANCE - EQUIP/GAS	1,200.00
622185 - MUSIC	2,888.00
622195 - STRIPING	2,029,330.00
622200 - PARKING LOT REPAIRS	2,263,072.00
622225 - REPAIRS TO CURB/SIDEWALK	1,136,997.00
622230 - SIGNAGE (ONSITE)	684,148.00
622235 - SIGNAGE REPAIR	75,750.00
622240 - MAINTENANCE - SIGNS	17,051.00
622250 - SECURITY	10,985,973.52
622285 - SECURITY - VEHICLE EXPENSE	66,240.00
622295 - SHUTTLE SERVICE	62,000.00
622300 - DAY PORTER	2,303,254.04
622305 - PRESSURE WASHING	2,952,738.04
622310 - WINDOW CLEANING (ONSITE)	91,104.00
622315 - PEST CONTROL	537,680.44
622320 - PAINTING (SITE)	915,546.96

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622325 - REPAIRS TO PLUMBING/IRRIGATION	1,170,345.00
622330 - LIFT STATION	203,512.00
622335 - SITE LIGHTING-LIGHT BULBS	2,839,879.98
622340 - TRAFFIC LIGHT	29,188.00
622345 - REPAIRS TO ELECTRIC	982,488.00
622350 - MAINTENANCE - POOL/FOUNTAIN	145,584.00
622355 - MAINTENANCE - ELEVATOR/ESC.	428,822.80
622380 - HVAC	702,220.00
622390 - EQUIPMENT RENTAL	5,150.00
622415 - MAINTENANCE - MISC.	127,968.00
622480 - CONTRACTED SERVICES	2,420,163.12
TOTAL Onsite Maintenance	78,234,448.11
BUILDING INTERIOR	
623010 - LANDSCAPING-INTERIOR	100,533.00
623120 - CLEANING SUPPLIES	33,821.00
623125 - R/R SUPPLIES	1,200.00
623200 - JANITORIAL-INTERIOR	988,064.20
623230 - SIGNAGE-INTERIOR	28,804.00
623250 - MALL SECURITY-INTERIOR	1,084,488.00
623300 - MAINTENANCE SERVICES-INTERIOR	683,533.59
623310 - MAINTENANCE SUPPLIES-INTERIOR	185,058.00
623315 - PEST CONTROL-INTERIOR	7,556.00
623320 - PAINTING-INTERIOR (BUILDING)	20,558.00
623325 - PLUMBING-INTERIOR (BUILDING)	49,134.00
623328 - PLUMBING - EXTERIOR (MAJOR)	10,000.00
623340 - INTERIOR LIGHTING-LIGHT BULBS	80,380.00
623345 - REPAIRS TO ELECTRIC - INTERIOR	52,410.00
623350 - POOL/FOUNTAIN-INTERIOR	8,100.00
623355 - ELEVATOR/ESCALATOR (INTERIOR)	198,372.00
623390 - INT EQUIPMENT RENTAL	6,000.00
623440 - CONTRACTED SERVICES-INTERIOR	1,573,368.68
623710 - EXP - MALL MGR	4,450.00
623880 - REPAIRS TO HVAC	319,294.00
623882 - WALLS & CEILING-INTERIOR	40,137.00
623884 - FLOORS-INTERIOR	76,854.00
623888 - INTERIOR DOORS	34,218.00
TOTAL Building Interior	6,682,498.47
BUILDING EXTERIOR	
624320 - PAINTING-BUILDING EXTERIOR	830,417.00
624880 - EXTERIOR REPAIRS	57,420.00
624888 - STOREFRONT & DOORS	94,070.00
624888 - WALLS	135,470.00
TOTAL Building Exterior	1,117,377.00
FOOD COURT	
626200 - JANITORIAL	170,840.00
626210 - MAINTENANCE - CLEAN	8,400.00
626300 - MAINTENANCE SERVICES	13,480.00
626310 - MAINTENANCE SUPPLIES	3,800.00
626315 - PEST CONTROL-FOOD COURT	4,920.00
626325 - FOOD COURT PLUMBING	11,130.00
TOTAL Food Court	212,580.00
MAJOR EXPENSES	
628010 - LANDSCAPING (MAJOR)	613,193.00
628015 - CURB/SIDEWALK REPAIR (MAJOR)	508,888.00

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Schedule A - Statement of Work DRAFT

628320 - PAINTING - INTERIOR (MAJOR)	32,800.00
628325 - PLUMBING - INTERIOR (MAJOR)	14,000.00
628375 - ELECTRICAL - INTERIOR (MAJOR)	50,000.00
628376 - ELECTRICAL - EXTERIOR (MAJOR)	70,000.00
628700 - RETENTION AREA MAINT/UPGRADE	17,500.00
628860 - HVAC REPAIR (MAJOR)	101,000.00
628882 - PARKING LOT REPAIR (MAJOR)	5,084,894.00
628890 - WALL&CEILING REPAIR-EXT(MAJOR)	52,100.00
628905 - STOREFRONT&DOOR RPR-INT(MAJOR)	21,500.00
628930 - PAINTING - EXTERIOR (MAJOR)	2,016,450.00
TOTAL Major Expenses	8,480,106.80
TOTAL CAM EXPENSES	94,613,835.68
DIRECT CHARGES	
631480 - CHILLED WATER-CONTRACTED SERV	54,000.00
631486 - CHILLED WATER-REPAIRS	71,000.00
632370 - ELECTRIC-REPAIRS/MAINT	27,245.00
632376 - ELECTRIC-REPAIRS/MAINT(MAJOR)	13,000.00
632400 - REPAIRS/EXP BILLED TO TENANT	19,830.28
TOTAL DIRECT CHARGES	165,175.28
LANDLORD	
711130 - REPAIRS - MISC TENANT	1,000.00
711135 - REPAIRS - MISCELLANEOUS	34,296.00
711140 - SUPPLIES	32,340.00
711145 - JANITORIAL (LANDLORD)	224,101.97
711150 - ELEVATOR/ESCALATOR	39,318.00
711155 - LANDSCAPING (LANDLORD)	231,408.00
711160 - SNOW REMOVAL (LANDLORD)	87,650.00
711170 - PARKING LOT	315,759.00
711175 - REPAIRS	94,450.00
711180 - CURB/SIDEWALKS	16,100.00
711185 - SIGNAGE	41,146.00
711190 - WINDOW CLEANING (LANDLORD)	76,337.00
711195 - PEST CONTROL (LANDLORD)	12,980.96
711200 - PAINTING	159,400.00
711205 - PLUMBING	47,306.00
711210 - HVAC (LANDLORD)	442,567.00
711236 - SECURITY (LANDLORD)	38,827.00
711240 - WALLS (LANDLORD)	6,000.00
711245 - STOREFRONT	5,448.00
711320 - VACANT SPACE - REKEYING/CLEANI	118,348.00
TOTAL LANDLORD EXPENSES	2,023,610.93
TOTAL EXPENSES	96,222,821.79
CAPITAL BUDGET	
112110 - BUILDINGS	11,431,480.00
TOTAL CAPITAL BUDGET	11,431,480.00
TOTAL EXPENSES INCLUDING CAPITAL	107,654,111.79



Schedule A - Statement of Work DRAFT

Schedule B
Developers Diversified Realty
Business Unit Listing
As of January 2, 2008

Current BU #	State	City	Property Name
20001	MO	Arnold	Jefferson County Plaza
20002	MI	Benton Harbor	Fairplain Plaza
20004	MI	Bloomfield Hill	Bloomfield Park (Phase II)
20007	CA	Buena Park	Buena Park Mall And Entertain
20008	CA	Buena Park	Buena Park Place(Power Center)
20017	FL	Stuart	Service Merchandise Stuart, Fl
20018	IL	Downers Grove	Service Merchandise Downers Gr
20019	IN	Evansville	Service Merchandise Evansville
20020	KY	Lexington	Service Merchandise Lexington,
20021	MA	Burlington	Service Merchandise Burlington
20025	KY	Louisville	Service Merchandise Louisville
20026	KY	Paducah	Service Merchandise Paducah, K
20027	AL	Huntsville	Service Merchandise Huntsville
20028	TN	Antioch	Service Merchandise Antioch, T
20029	NY	Middletown	Service Merchandise Middletown
20030	MA	Swansea	Service Merchandise Swansea, M
20031	OK	Warr Acres	Service Merchandise Warr Acres
20032	IL	Burbank	Service Merchandise Burbank, I
20033	DE	Dover	Service Merchandise Dover, De
20034	FL	Orlando	Service Merchandise Orlando, F
20035	LA	Houma	Service Merchandise Houma, La
20036	NH	Salem	Service Merchandise Salem, Nh
20037	FL	Ocala	Service Merchandise Ocala, Fl
20038	GA	Duluth	Service Merchandise Duluth, Ga
20039	TN	Knoxville	Service Merchandise Knoxville,
20040	FL	Tampa	Service Merchandise Tampa, Fl
20041	IL	Lansing	Service Merchandise Lansing, I
20042	AZ	Mesa	Service Merchandise Mesa, Az
20043	TX	McAllen	Service Merchandise McAllen, T
20044	FL	Bradenton	Service Merchandise Bradenton,
20045	SC	N. Charleston	Service Merchandise N. Charles
20046	IL	Crystal Lake	Service Merchandise Crystal La
20047	NV	Las Vegas	Service Merchandise Las Vegas,
20048	VA	Chesapeake	Service Merchandise Chesapeake
20049	TX	Sugarland	Service Merchandise Sugar Land
20050	CT	Manchester	Service Merchandise Manchester
20051	FL	Pembroke Pines	Service Merchandise Pembroke P
20052	MS	Hattiesburg	Service Merchandise Hattiesbur
20053	NC	Raleigh	Service Merchandise Raleigh, N
20054	LA	Metairie	Service Merchandise Metairie,
20055	FL	St. Petersburg	Service Merchandise St. Peters
20056	FL	Pensacola	Service Merchandise Pensacola,
20057	TX	Beaumont	Service Merchandise Beaumont,
20058	LA	Baton Rouge	Service Merchandise Baton Rouge
20059	TX	Longview	Service Merchandise Longview,
20060	TX	Richardson	Service Merchandise Richardson
20061	TX	Baytown	Service Merchandise Baytown, T
20062	LA	Bossier City	Service Merchandise Bossier Ci
20063	MI	Westland	Service Merchandise Westland,

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Current BU #	State	City	Property Name
20064	TN	Franklin	Service Merchandise Franklin,
20065	CT	Danbury	Service Merchandise Danbury, C
20066	NJ	Wayne	Service Merchandise Wayne, NJ
20067	NJ	Paramus	Service Merchandise Paramus, N
20092	FL	Brandon	Kmart Shopping Center
20093	OH	Stow	Kmart Plaza
20094	OH	Stow	Stow Community Shopping Center
20100	OH	Westlake	West Bay Plaza
20103	PA	East Norriton	Kmart Plaza
20105	FL	Palm Harbor	The Shoppes Of Boot Ranch
20106	FL	Homestead	Homestead Pavilion
20107	FL	Tarpon Springs	Tarpon Square
20108	FL	Hudson	Point Plaza
20110	IL	Mchenry	The Shops At Fox River
20111	NH	Seabrook	Seabrook Town Center
20112	FL	Miami	The Shops Of Midtown
20114	TX	San Antonio	Village At Stone Oak
20115	MS	Starkville	Starkville Crossing
20116	MS	Gulfport	Crossroads Center
20117	MS	Tupelo	Big Oaks Crossing
20119	CT	Guilford	Guilford Ct
20120	FL	Jacksonville	Jacksonville Regional
20124	CA	Long Beach	The Pike
20126	ME	Brunswick	Cook's Corners
20127	CA	Oceanside	Ocean Place Cinemas
20128	NV	Reno	Reno Riverside
20129	MA	Everett	Gateway Center
20130	CA	Pasadena	Paseo Colorado
20133	MD	Salisbury	The Commons
20134	MD	Salisbury	The Commons Phase Iii
20137	GA	Duluth	Pleasant Hill Plaza
20139	NC	Apex	Beaver Creek Crossings South
20146	PA	Erie	Peach Street Square
20148	PA	Erie	Peach Street Square (ii)
20149	PA	Erie	38Th Street Plaza
20150	CA	San Francisco	Amc
20152	CA	San Francisco	Van Ness Plaza 215
20154	OH	Chillicothe	Chillicothe Place (Lowes)
20156	AZ	Phoenix	Deer Valley Towne Center
20156	VA	Martinsville	Liberty Fair Mall
20159	FL	Tampa	Town N' Country
20161	OH	Macedonia	Macedonia Commons (Phase Ii)
20164	OH	Huber Heights	North Heights Plaza
20165	OH	Lebanon	Countryside Place
20170	OH	Xenia	West Park Square
20171	OH	Boardman	Southland Crossing
20172	OH	Solon	Uptown Solon
20173	OH	Cincinnati	Glenway Crossing
20175	IN	Bedford	Town Fair Center

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Current BU #	State	City	Property Name
20176	SD	Watertown	Watertown Mall
20179	FL	Pensacola	Palafox Square
20181	NM	Los Alamos	Mari Mac Village
20189	MO	St. Louis	Plaza At Sunset Hill
20190	MO	St. Louis	Shoppes At Sunset Hill
20191	MO	St. Louis	Promenade At Brentwood
20192	IA	Cedar Rapids	Northland Square
20193	MO	St. Louis	Olympic Oaks Village
20194	MO	St. Louis	Gravois Village
20195	MO	Springfield	Morris Corners
20197	MO	St. Louis	Southtowne
20203	OH	Aurora	Barrington Town Square
20204	MN	Worthington	Northland Mall
20205	ID	Nampa	Nampa Gateway Center
20207	ID	Meridian	Family Center @ Meridian
20208	ID	Idaho Falls	Country Club Mall
20209	IL	Mt. Vernon	Times Square Mall
20210	MO	Fenton	Fenton Plaza
20213	SC	Simpsonville	Fairview Station
20214	SC	Camden	Springdale Plaza
20215	SC	Camden	SUPER WALMART
20217	SC	N. Charleston	North Pointe Plaza
20219	SC	S. Anderson	Crossroads Plaza
20221	SC	Orangeburg	North Road Plaza
20222	SC	Mt. Pleasant	Wando Crossing
20224	MI	Sault St. Marie	Cascade Crossings
20225	MI	Cheboygan	Kmart Shopping Plaza
20226	MI	Walker	Green Ridge Square
20227	MI	Detroit	Belair Center
20228	MI	Houghton	Copper Country Mall
20229	MI	Bad Axe	Huron Crest Plaza
20230	MI	Gaylord	Pine Ridge Square
20231	MI	Howell	Grand River Plaza
20232	MI	Mt. Pleasant	Indian Hills Plaza
20233	OH	Elyria	Elyria Shopping Center
20234	UT	Taylorsville	Family Center At Midvalley 495
20235	UT	Midvale	Family Center Wingers
20236	ID	Meridian	Meridian Crossroads
20237	UT	Midvale	Family Center At Fort Union 50
20239	UT	Midvale	Family Center At Fort Union 52
20240	UT	Taylorsville	Family Center At Midvalley 503
20241	UT	Taylorsville	Family Center At Midvalley 504
20242	UT	Orem	Family Center At Orem
20243	UT	Logan	Family Place @ Logan
20244	UT	Salt Lake City	Family Place @ 33Rd South
20246	UT	Riverdale	Family Center At Riverdale 510
20247	UT	Riverdale	Family Center At Riverdale 511
20249	MN	Bemidji	Paul Bunyan Mall
20251	UT	Ogden	Family Center At Ogden 5-Point

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Current BU #	State	City	Property Name
20255	UT	Riverdale	Family Center @ Riverdale 525
20256	UT	Riverdale	Family Center @ Riverdale 526
20261	AL	Birmingham	Eastwood Festival Center
20262	AL	Birmingham	Brook Highland Plaza
20267	FL	Ormond Beach	Ormond Towne Square
20268	CA	VALENCIA	MERVYNS VALENCIA
20269	OH	Columbus	Consumer Square West Columbus
20272	PA	Hanover	Bjs - Hanover
20273	MI	Walker	Green Ridge Square II
20276	NC	Mooresville	Mooresville Consumer Square I
20277	NC	Mooresville	Mooresville Consumer Square II
20279	NC	Wilmington	University Centre
20280	VT	Berlin	Berlin Mall
20281	MN	Brainerd	Westgate Mall
20282	FL	Spring Hill	Mariner Square
20283	OH	Tiffin	Tiffin Mall
20286	CO	Broomfield	Flatiron Marketplace Garden
20287	CO	Broomfield	Flatiron Marketplace Lifestyle
20288	CO	Broomfield	Flatiron Marketplace Fashion
20290	CO	Denver	Centennial Promenade
20291	ND	Dickinson	Prairie Hills Mall
20294	MN	Hutchinson	Hutchinson Mall
20295	NC	New Bern	Rivertowne Square
20298	NJ	Princeton	Nassau Park Shopping Center
20300	NJ	Princeton	Nassau Park Pavilion
20301	NJ	Princeton	Nassau Pavilion (Contra) III
20309	AZ	Phoenix	Paradise Village Gateway
20326	KS	Wichita	Eastgate Plaza
20328	AR	Russellville	Valley Park Centre
20329	AR	N. Little Rock	Mccain Plaza
20331	IA	Ottumwa	Quincy Place Mall
20332	NC	Washington	Pamlico Plaza
20333	IA	Ottumwa	Quincy Place Mall 832
20336	KS	Leawood	Town Center Plaza
20337	CO	Littleton	Aspen Grove
20338	NC	Durham	Oxford Commons
20339	TX	San Antonio	Bandera Point North
20340	TX	San Antonio	Bandera Point South
20341	FL	Crystal River	Crystal River Plaza
20360	CO	Denver	Tamarac Square
20365	CO	Denver	Tamarac Square Convenience Ctr
20388	FL	Daytona Beach	Volusia
20427	OH	Dublin	Perimeter Center
20429	OH	Hamilton	H.H. Gregg
20433	WV	Barboursville	Barboursville Center
20434	OH	Columbus	Easton Market
20437	OH	Columbus	Dublin Village Center
20438	CA	UKIAH	MENDOCINO CROSSINGS
20439	NC	Apex	Beaver Creek Crossing North

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Current BU #	State	City	Property Name
20440	GA	Lawrenceville	Five Forks Village
20441	GA	Lilburn	Five Forks Crossing
20442	TN	Columbus	Columbia Square
20443	TN	Farragut	Farragut Pointe
20444	NY	Hamburg	South Park Plaza-Tops
20445	NY	Norwich	Tops Plaza-Norwich
20446	NY	Arcade	Tops Plaza-Arcade
20447	NY	Arcade	Tops Plaza-Blockbuster
20448	NY	Avon	Tops Plaza-Avon
20449	NY	Avon	Tops Plaza-Movie Gallery
20450	NY	Tonawanda	Tops Plaza-Niagara Street
20451	NY	Tonawanda	Tops Plaza-Niagara Hollywood
20452	NY	Hamlin	Tops Plaza-Hamlin
20453	NY	Hamlin	Tops Plaza-Dollar Tree
20454	NY	Elmira	Tops Plaza-Elmira
20455	NY	Elmira	Tops Plaza-Elmira
20456	NY	Tonawanda	Tops Plaza-Tops/Gander
20457	NY	Tonawanda	Youngmen Plaza
20458	NY	Tonawanda	Bj's-Young Street
20459	NY	Tonawanda	McDonald's-Young Street
20460	AZ	Phoenix	Foothills Towne Ctr (II)
20461	AZ	Phoenix	Foothills Towne Ctr (III)
20462	AZ	Phoenix	Arrowhead Crossing
20463	AZ	Ahwatukke	Foothills Towne Center (IV)
20464	MN	Minneapolis	Maple Grove Crossing
20465	OR	Portland	Tanasbourne Town Center
20466	OR	Portland	Tanasbourne Town Center (II)
20467	MN	Eagan	Eagan Promenade
20483	NJ	Freehold	Freehold Marketplace
20484	MA	Norwood	Norwood, Ma
20490	MS	Jackson	The Junction
20493	AL	Gadsden	East Side Plaza
20496	AL	Opelika	Pepperell Corners
20497	AL	Opelika	Pepperell Corners-Phase II
20499	AL	Scottsboro	Scottsboro Marketplace
20503	FL	Gulf Breeze	Gulf Breeze Marketplace
20505	FL	Ocala	Ocala West
20506	FL	Tallahassee	Capital West
20511	GA	Chamblee	Chamblee Plaza
20512	GA	Cumming	Cumming Marketplace
20513	GA	Douglasville	Douglasville Marketplace
20516	GA	Athens	Athens East
20520	GA	Griffin	Ellis Crossing
20521	GA	Columbus	Bradley Park Crossing
20535	GA	Newman	Newman Crossing
20540	GA	Stone Mountain	Rivercliff Village
20542	GA	Union City	Shannon Square
20544	GA	Warner Robins	Warner Robins Place
20545	GA	Woodstock	Woodstock Place

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Current BU #	State	City	Property Name
20548	NC	Fayetteville	Cross Points Centre
20558	SC	Charleston	Ashley Crossing
20559	SC	Charleston	Ashley Crossing II
20580	CO	Denver	University Hills
20588	TN	Chattanooga	Overlook At Hamilton Place
20577	TN	Hendersonville	Hendersonville Lowe's
20578	TN	Johnson City	Johnson City Marketplace
20579	TN	Murfreesboro	Memorial Village
20584	VA	Chester	Bermuda Square
20585	VA	Lynchburg	Candlers Station
20587	WI	Brookfield	Sw Of Brookfield (Canx)
20590	WI	Milwaukee	Point Loomis
20592	IL	Decatur	Decatur Marketplace
20593	OH	Gallipolis	Gallipolis Marketplace
20594	KY	Lexington	South Farm Marketplace
20595	KY	Lexington	North Park Marketplace
20596	KY	Richmond	Carriage Gate
20599	GA	Suwanee	Johns Creek Towne Center
20600	WI	West Allis	West Allis Center
20602	MI	Chesterfield	Chesterfield Corners
20606	IL	Orland Park	Home Depot Center
20608	KY	Louisville	Outer Loop Plaza
20609	SC	North Charleston	North Charleston Center
20610	FL	Jacksonville	Arlington Road Plaza
20611	NJ	West Long Branch	Monmouth Consumer Center
20612	NJ	Mays Landing	Wrangleboro Consumer Square
20613	FL	Orange Park	The Village Shopping Center
20614	FL	Lakeland	Highlands Plaza Shopping Ctr
20615	NJ	Hamilton	Wrangleboro Phase III
20616	NJ	Hamilton	Wrangleboro Phase IV
20617	OH	Toledo	Dicks - Toledo
20618	NJ	Mays Landing	Hamilton Commons
20620	FL	Englewood	Rolonda Plaza
20621	NC	Indian Trail	Union Town Center
20622	OH	Ashtabula	Tops Plaza - Ashtabula
20623	NY	Horseheads	Southern Tier Crossing
20632	NY	Buffalo	Marshall's Plaza
20633	NY	West Seneca	Home Depot Plaza
20636	NY	North Tonawanda	Mid-City Plaza
20637	NY	Amherst	Burlington Plaza
20640	NY	North Tonawanda	Pizza Hut - Meadow Drive
20643	NY	Ithaca	Tops Plaza - Ithaca
20644	NY	Hamburg	McKinley Plaza
20648	NY	West Seneca	Seneca - Ridge Plaza
20650	NY	North Tonawanda	Tops Plaza - North Tonawanda
20652	NY	Hamburg	Home Depot Plaza - Hamburg
20653	NY	Tonawanda	Office Depot Plaza
20655	NY	Hamburg	Bjs Plaza - Hamburg
20657	NY	Clean	Wal-Mart Plaza - Clean

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Current BU #	State	City	Property Name
20858	NY	Big Flats	Big Flats Consumer Square
20859	NY	Plattsburgh	Consumer Square
20662	NY	Williamsville	Williamsville Place
20663	NY	Niagara Falls	Home Depot Plaza - N Falls
20664	NY	Amherst	Boulevard Consumer Square
20666	NY	Graece	Joann/Petsmart Plaza
20668	NY	Amherst	Niagara Falls Boulevard
20669	NY	Buffalo	Elmwood Regal Center
20672	NY	Blasdell	ROSAS / WEIGHT WATCHERS
20673	NY	Lockport	Wal-Mart/Tops Plaza - Lockport
20677	NY	Buffalo	Delaware Consumer Square
20682	NY	Blasdell	MCKINLEY MALL DICKS OUTPARCEL
20683	NY	Cheektowaga	Thruway Plaza
20688	NY	Amherst	Tops Plaza - Transit/N. French
20689	NY	Amherst	Boulevard Consumer Square
20690	NY	Cortland	Tops Plaza - Cortland
20692	NY	New Hartford	Tops Plaza - New Hartford
20693	NY	Amherst	Tops Plaza-Transit/N. French
20698	NY	Tonawanda	Sheridan/Delaware Plaza
20701	NY	Ithaca	Office Max Plaza-Ithaca
20702	NY	Buffalo	Delaware Consumer Square II
20709	NY	Gates	Westgate Plaza
20710	NY	Rome	Freedom Plaza
20714	NY	Gates	McDonalds - Gates
20715	NY	Gates	Perkins - Gates
20716	NY	Hamburg	McKinley Milestrip Center
20717	NY	Gates	The Shoppes At Westgate Park
20723	NY	Amherst	Sheridan Harlem Plaza
20725	NY	Dewitt	Michaels - Dewitt
20726	NY	CHEEKTOWAGA	WAL-MART - THRUWAY PLAZA
20727	NY	Chili	Chili Plaza
20729	NY	Buffalo	Delaware Commons
20732	NY	Niskayuna	Mohawk Commons
20733	NY	Danville	Tops Plaza - Danville
20736	NY	Dewitt	Marshall's Plaza
20737	NY	Victor	Victor Square
20740	GA	Douglasville	Douglasville Marketplace-Devco
20749	PA	Allentown	West Valley Marketplace
20751	MO	St. John	St John Crossing
20753	CO	Fort Collins	Mulberry And Lemay Crossings
20756	IN	Lafayette	Park East Marketplace
20758	FL	Lakeland	Lakeland Marketplace
20760	GA	Cumming	Jdn Real Estate - Cumming, Lp
20774	NJ	Hamilton	Hamilton Marketplace
20776	MI	Lansing	The Marketplace At Delta Towns
20785	NY	Orchard Park	Crossroad Plaza
20786	NY	Rochester	Panorama Plaza
20787	NY	Cheektowaga	Tops Plaza - Union Road
20788	NY	Amherst	Tops Plaza (Blockbuster)

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Current BU #	State	City	Property Name
20789	NY	Irondequoit	Culver Ridge Plaza
20790	MS	Oxford	Oxford Place
20791	NY	Amherst	Tops Plaza - Amherst
20792	NY	Warsaw	Tops Plaza - Warsaw
20793	OH	Chillicothe	Chillicothe Place
20794	NY	Warsaw	Tops Plaza -Hollywood Video
20795	GA	Loganville	Midway Plaza
20796	NY	Leroy	Tops Plaza - Leroy
20797	NY	Leroy	Tops Plaza - Leroy Blockbuster
20798	NY	Jamestown	Tops Plaza - Jamestown
20799	NY	Jamestown	Tops Parcel - Jamestown
20800	NY	Ontario	Tops Plaza - Ontario Blockbuster
20801	NY	Ontario	Tops Plaza - Ontario
20802	NY	Orchard Park	Crossroads Centre
20803	TN	Goodlettsville	Northcreek Commons
20804	NY	Jamestown	Tops Plaza-Jamestown Hollywood
20805	OH	Columbus	Lennox Town Center
20809	CT	Plainville	Connecticut Commons
20810	NY	Clarence	Barnes & Noble
20811	NY	Cheektowaga	Union Road Plaza
20812	NY	Cheektowaga	Walden Place
20813	NY	Clarence	Eastgate Plaza
20814	NY	Cheektowaga	Borders Books
20815	NY	Batavia	Bjs Plaza
20816	NY	Batavia	Martin's Plaza
20817	NY	Cheektowaga	Consumer Square
20818	MN	Coon Rapids	Riverdale Village
20819	MN	Coon Rapids	Riverdale Village Perimeter
20820	NY	Cheektowaga	Union Consumer Square (II)
20821	FL	Brandon	Lake Brandon Village
20822	FL	Brandon	Lake Brandon Plaza
20823	NY	Clarence	Applebees
20824	NY	Clarence	Bjs
20825	NY	Lancaster	Regal Center
20826	OH	Canton	Belden Park Crossings II Llc
20827	OH	Canton	Belden Park Crossings
20828	MI	Grandville	Grandville Marketplace
20829	OH	North Olmsted	Great Northern Plaza North
20830	OH	North Olmsted	Great Northern Plaza South
20831	GA	McDonough	McDonough Marketplace (Lp-II)
20832	MO	Independence	Independence Commons
20833	NC	Asheville	River Hills
20834	NY	Batavia	Batavia Commons
20835	NY	Cheektowaga	Union Consumer Square
20836	NY	Clarence	Premier Place
20837	CO	Aurora	Pioneer Hills
20838	CO	Parker	Parker Pavilions
20840	TX	Irving	Macarthur Marketplace
20841	TN	Brentwood	Cool Springs Pointe

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Current BU #	State	City	Property Name
20842	NY	Clarence	Dicks Plaza
20843	NY	Clarence	Joann Plaza
20844	TN	Murfreesboro	Towne Centre
20845	TN	Nashville	The Marketplace
20846	PA	Erie	Erie Marketplace
20847	PA	Monaca	Township Marketplace
20848	MN	St. Paul	Midway Marketplace
20849	AL	Birmingham	Riverchase Promenade(I)
20850	SC	Columbia	Harbison Court
20851	AL	Birmingham	Riverchase Promenade(II)
20852	TX	Lewisville	Lakepointe Crossings
20853	NY	New Hartford	Consumer Square
20854	WI	Brookfield	Shoppers World Of Brookfield
20855	WI	Brown Deer	Market Place Of Brown Deer
20856	WI	Brown Deer	Brown Deer Center
20857	AR	Fayetteville	Spring Creek Centre
20858	AR	Fayetteville	Steele Crossing
20859	KS	Merriam	Merriam Town Center
20860	IL	Schaumburg	Woodfield Village Green
20861	FL	Naples	Carillon Place
20862	VA	Fairfax	Fairfax Towne Center
20863	MA	Framingham	Shopper's World
20864	MA	Framingham	Shopper's World-General Cinema
20865	GA	Atlanta	Perimeter Pointe
20866	GA	Marietta	Town Center Prado
20919	CA	ANTIOCH	COUNTY EAST SHOPPING CENTER
20920	CA	SANTA ROSA	SANTA ROSA PLAZA
20921	CA	SAN DIEGO (COLLEGE)	COLLEGE GROVE SHOPPING CENTER
20922	NV	LAS VEGAS, NV(LOMA)	LOMA VISTA SHOPPING CENTER
20923	CA	WEST COVINA	WEST COVINA SHOPPING CENTER
20924	AZ	PHOENIX, AZ(DV)	DEER VALLEY
20925	CA	NORTHRIDGE	NORTHRIDGE PLAZA
20926	CA	FAIRFIELD	WESTFIELD SOLANO MALL
20927	CA	GARDEN GROVE	GARDEN GROVE CENTER
20928	CA	SAN DIEGO	SOUTHLAND PLAZA SHOPPING
20929	NV	CARSON CITY, NV	EAGLE STATION
20930	AZ	TUCSON, AZ	SANTA CRUZ PLAZA
20931	CA	REDDING	SHASTA CENTER
20932	TX	SAN ANTONIO	INGRAM PARK (Mervyns)
20933	AZ	CHANDLER, AZ	MERVYN'S PLAZA
20934	CA	CHINO	CHINO TOWN SQUARE SHOPPING
20935	NV	LAS VEGAS, NV(NELLIS)	NELLIS CROSSING SHOPPING
20936	CA	CLOVIS	SIERRA VISTA MALL
20937	CA	SANTA MARIA	TOWN CENTER WEST SHOPPING
20938	CA	EL CAJON	WESTFIELD SHOPPING TOWN
20939	CA	UKIAH	UKIAH
20940	CA	MADERA	MADERA
20941	AZ	MESA, AZ(SUPERS)	SUPERSTITION SPRINGS CENTER
20942	CA	BURBANK	BURBANK TOWN CENTER

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20943	CA	NORTH FULLERTON	NORTH FULLERTON
20944	CA	TULARE	ARBOR FAIRE SHOPPING CENTER
20945	CA	PORTERVILLE	PORTERVILLE MARKET PLACE
20946	CA	LOMPAC	MISSION PLAZA
20947	CA	PALMDALE	ANTELOPE VALLEY MALL
20948	CA	ANAHEIM	ANAHEIM HILLS FESTIVAL CENTER
20949	CA	SONORA	SONORA CROSSROAD SHOPPING
20950	AZ	PHOENIX, AZ(SILVER)	SILVER CREEK PLAZA
20951	CA	FOOTHILL RANCH	FOOTHILLS RANCH TOWN CENTRE
20952	NV	RENO, NV(SIERRA)	SIERRA TOWN CENTER
20953	NV	SW LAS VEGAS, NV	GRAND CANYON PARKWAY S. C.
20954	CA	FOLSOM	FOLSOM SQUARE
20955	CA	SLATTEN RANCH	SLATTEN RANCH SHOPPING CENTER
20956	KS	Merriam Village	Merriam Village
20958	AZ	Phoenix	Phoenix Spectrum Mall
20963	GA	Lithonia	The Shops At Turner Hill
20964	GA	Lithonia	Turner Hill Marketplace
20966	CO	Parker	Fletacres Marketcenter
20966	TX	Frisco	Frisco Marketplace
20967	TX	McKinney	McKinney Marketplace
20968	TX	Mesquite	The Marketplace At Towne Centre
20969	KS	Overland Park	Overland Pointe Marketplace
20970	IL	Deer Park	Deer Park Town Center
20971	IL	Deer Park	DEER PARK TOWN CENTER PHASE II
20987	CA	Lancaster	Valley Central - Discount
20988	CA	Lancaster	Valley Central - Entertain Ctr
20989	CA	Lancaster	Valley Central - Power Ctr
20990	CA	Lancaster	Valley Central - Promotion Ctr
20992	CA	Pleasant Hill	Downtown Pleasant Hill
20995	TX	Austin	Shops At Tech Ridge
20998	OH	Columbus	Sun Center
20999	WA	Kirkland	Totem Lakes Upper
21000	WA	Kirkland	Totem Lakes Lower
21004	MO	Kansas City	Ward Parkway
21005	TX	San Antonio	Westover Marketplace
21008	PA	Willow Grove	Kmart Plaza
21009	DE	Dover	Kmart Plaza
21010	OH	Solon	Kmart Plaza
21011	FL	Venice	Kmart Plaza
21012	FL	St. Petersburg	Kmart Plaza
21013	OK	Enid	Kmart Plaza
21014	GA	Austell	Burlington Coat Factory
21015	FL	Largo	Kmart Plaza
21016	OH	Cleveland	Kmart Strip Center
21017	PA	Pottstown	Kmart Plaza
21018	OH	Zanesville	Kmart Plaza
21021	NC	Goldsboro	Goldsboro, Nc
21036	OH	Macedonia	Macedonia Commons
21100	NJ	Mt. Laurel	Centerton Square

Schedule B
Developers Diversified Realty
Business Unit Listing
As of January 2, 2008

Current BU #	State	City	Property Name
21101	NC	Apex	Beaver Creek Commons
21102	PA	Mt. Nebo	Mt Nebo Point
21103	FL	Apopka	Piedmont Plaza
21104	FL	Plant City	Lake Walden Square
21105	FL	Winter Park	Goldenrod Groves
21106	FL	Winter Park	Bank First At Winter Park
21200	FL	Boynton Beach	Aberdeen Square
21201	FL	Bradenton	Creekwood Crossing
21202	FL	Palm Beach Garden	Northlake Commons
21203	GA	Canton	Riverstone Plaza
21204	FL	Casselberry	Casselberry Commons
21205	FL	Largo	Colonial Promenade Bardmoor Co
21206	FL	Melbourne	Melbourne Shopping Center
21207	FL	Ocoee	West Oaks Towne Center
21208	FL	Orlando	Skyview Plaza
21209	FL	Tamarac	Midway Plaza
21210	FL	Wesley Chapel	Shoppes At New Tampa
21211	GA	Douglasville	Market Square
21212	MA	West Springfield	Riverdale Shops
21213	MD	Glen Burnie	Harundale Plaza
21214	MD	Upper Marlboro	Largo Towne Center
21215	NC	Fayetteville	Fayetteville Pavilion
21216	NJ	Lumberton	Crossroads Plaza
21217	FL	Boynton Beach	Village Square At Golf
21218	FL	Bradenton	Lakewood Ranch
21219	FL	Crystal River	Crystal Springs Shopping Cente
21220	FL	Dania	Sheridan Square
21221	FL	Ft. Walton Beach	Shoppes At Paradise Pointe
21222	FL	Citrus Hills	Citrus Hills
21223	FL	Hialeah	Paraiso Plaza
21224	FL	Miami	Plaza Del Paraiso
21225	FL	Miramar	River Run
21226	FL	Naples	Countryside
21227	FL	Newport Richey	Shoppes Of Golden Acres
21228	FL	Orlando	Conway Plaza
21229	FL	Orlando	Chickasaw Trails Shopping Cent
21230	FL	Pembroke Pines	Flamingo Falls
21231	FL	Tallahassee	Killeam Shopping Center
21232	FL	Tallahassee	Southwood Plantation
21233	FL	Brandon	Shoppes Of Lithia
21234	GA	Cumming	Sharon Greens
21235	GA	Decatur	Hairston Crossing
21236	GA	Ellenwood	Shoppes Of Ellenwood
21237	GA	Flowery Branch	Clearwater Crossing
21238	GA	McDonough	Shoppes At Lake Dow
21239	NC	Chapel Hill	Meadowmont Village Center
21240	NC	Clayton	Clayton Corners
21241	NC	Fuquay Varina	Sexton Commons
21242	NC	Huntersville	Rosedale Shopping Center

Schedule B
Developers Diversified Realty
Business Unit Listing
As of January 2, 2008

Current BU #	State	City	Property Name
21243	NC	Winston-Salem	Shops At Oliver Crossing
21244	GA	Tucker	Cofer Crossing
21245	FL	Oviedo	Oviedo Park Crossing
21246	CA	Richmond	Hilltop Plaza
21247	OH	Springfield	Springfield Commons Shopping
21248	OH	Grove City	Derby Square Shopping Center
21249	FL	Tampa	North Pointe Plaza
21250	IN	Highland	Highland Grove Shopping Center
21251	VA	Winchester	Apple Blossom Corners
21252	SC	Easley	Center Pointe Plaza I
21253	SC	Easley	Center Pointe Plaza II
21254	WI	Racine	Village Center
21255	WI	Racine	Mount Pleasant Outlot
21256	FL	Davie	Paradise Promenade
21257	FL	Lake Wales	Shoppes On The Ridge
21258	FL	Silver Springs Sh	Heather Island Plaza
21259	FL	Palm Harbor	Publix Brookar Creek
21260	FL	Santa Rosa	Watercolor Crossing
21261	GA	Tyrone	Southampton Village
21262	NJ	West Paterson	West Falls Plaza
21263	OH	Columbus	Hilliard Rome
21264	FL	Boynton Beach	Meadows Square
30020	GA	Macon	Eisenhower Annex (Tiaa)
30042	GA	Snellville	Presidential Commons
30104	NJ	Jersey City	440 Commons
30105	NJ	Union	Route 22 Retail Shopping Cente
30106	SC	Spartanburg	Northpoint Marketplace
30107	SC	Taylors	Hampton Point
30108	AL	Dothan	Shops On The Circle
30110	FL	Bradenton	Cortez Plaza
30112	FL	Clearwater	Clearwater Collection
30115	FL	New Tampa	New Tampa Commons
30121	FL	Tampa	Tampa Palms Association
30122	FL	Tequesta	Tequesta Shoppes Plaza
30127	GA	Kennesaw	Town Center Commons
30128	GA	Lawrenceville	Springfield Park
30129	GA	Roswell	Sandy Plains Village I
30130	GA	Roswell	Sandy Plains Village II
30133	MD	Hagerstown	Valley Park Commons
30136	NC	Greensboro	Golden Gate
30137	NC	Greensboro	Shoppes At Wendover Village I
30138	NJ	Brick	Brick Center Plaza
30139	NJ	East Hanover	East Hanover Plaza
30140	NJ	East Hanover	Sony Theatre Complex
30143	PA	Camp Hill	Camp Hill Center
30144	RI	Middletown	Middletown Village
30145	SC	Conway	Gateway Plaza II - Conway
30148	SC	Lexington	Lexington Place
30149	VA	Newport News	Denbigh Village

Schedule B
Developers Diversified Realty
Business Unit Listing
As of January 2, 2008

Current BU #	State	City	Property Name
30150	VA	Richmond	Downtown Short Pump
30151	VA	Springfield	Loisdale Center
30152	VA	Springfield	Spring Mall Center
30153	VA	Sterling	Cascades Marketplace
30156	CT	Windsor Court	Windsor Court Shopping Center
30174	FL	Ocala	Steeplechase Plaza
30181	FL	Plant City	Plant City Crossing
30182	FL	Brandon	Albertsons At Bloomingdale Hl
30186	FL	Brandon	Brandon Blvd Shoppes
30190	GA	Atlanta	Abernathy Square
30196	GA	Norcross	Jones Bridge Plaza
30199	MD	Bowie	Duval Village
30200	NC	Asheville	Oakley Plaza
30202	NC	Cary	Mill Pond Village
30204	NC	Charlotte	Carnfield Corners
30208	NC	Cornellus	Southlake Shopping Center
30211	NC	Greensboro	Adams Farm
30213	NC	Huntersville	Rosedale Association
30217	NC	Raleigh	Capital Crossing
30218	NC	Raleigh	Wakefield Crossing
30219	NC	Wilmington	Oleander Shopping Center
30220	NC	Wilson	Forest Hills Centre
30228	WV	Morgantown	Glenmark Centre
30229	SC	Greenwood	BI-Lo - Northside Plaza
30230	NJ	Edgewater	Edgewater Town Center
30232	AL	Cullman	Lowe's Home Improvement - Cull
30233	AL	Dothan	Circuit City - Dothan
30234	CA	Culver City	Circuit City - Culver City
30235	CO	Highland Ranch	Circuit City - Highland Ranch
30236	CT	Manchester	Manchester Broad Street
30237	FL	Dania Beach	Bass Pro Outdoor World
30238	FL	Daytona Beach	Kb Homes
30239	FL	Daytona Beach	Petsmart - Daytona Beach
30240	FL	Kissimmee	Cvs Pharmacy #5040-01
30241	FL	Plantation	Vision Works
30242	FL	Vero Beach	Circuit City - Vero Beach
30244	GA	Alpharetta	Jo-Ann Fabrics
30245	GA	Duluth	Sofa Express
30246	GA	Gainesville	Eckerd Drug Store #0444
30247	GA	Lawrenceville	Eckerd Drug Store #3449
30248	GA	Macon	K-Mart
30249	GA	Marietta	Eckerd Drug Store #0234
30250	GA	Rome	Circuit City - Rome
30251	GA	Snellville	Eckerd Drug Store #2320
30252	GA	Sylvania	BI-Lo - Sylvania
30253	GA	Warner Robins	Lowe's Home Improvement
30254	IL	Rockford	Walgreens - Rockford
30255	LA	Covington	Covington Corners
30258	MA	Seekonk	Seekonk Town Center

Schedule B
Developers Diversified Realty
Business Unit Listing
As of January 2, 2008

Current BU #	State	City	Property Name
30257	MA	Worcester	Wal-Mart/Sam's Club
30258	MI	Dearborn Heights	Walgreens - Dearborn Heights
30259	MI	Livonia	Walgreens - Livonia
30260	MI	Port Huron	Walgreens
30261	MI	Westland	Walgreens - Westland
30262	NC	Cary	Circuit City - Cary
30263	NC	Charlotte	Bj's Wholesale Club
30264	NC	Concord	Eckerd Drug Store - Concord
30265	NC	Raleigh	Eckerd Drug Store - Perry Cree
30266	NC	Winston-Salem	Super Wal-Mart - Winston-Salem
30267	NY	Buffalo	Eckerd Drug Store #5661
30268	NY	Cheektowaga	Eckerd Drug Store #5797
30269	NY	Dunkirk	Eckerd Drug Store #5786
30270	NY	Amherst	Eckerd Drug Store #5018
30271	OH	Alliance	Super Wal-Mart - Alliance
30272	OH	Cincinnati	Kroger - Cincinnati
30273	OH	Staubenville	Lowe's Home Improvement - Steu
30274	OH	West Chester	Kroger - West Chester
30275	OK	Oklahoma City	Cvs Pharmacy #6228-01
30276	PA	Cheswick	Eckerd Drug Store #6095
30277	PA	Connellsville	Eckerd Drug Store #6007
30278	PA	Harborcreek	Eckerd Drug Store #6062
30279	PA	Erie	Eckerd Drug Store #6193
30280	PA	Millcreek	Eckerd Drug Store #6199
30281	PA	Millcreek	Eckerd Drug Store #6257
30282	PA	Erie	Eckerd Drug Store #6286
30283	PA	Erie	Eckerd Drug Store #6334
30284	PA	Penn	Eckerd Drug Store #6392
30285	PA	Monroeville	Eckerd Drug Store #6040
30286	PA	Monroeville	Eckerd Drug Store #6043
30287	PA	New Castle	Eckerd Drug Store #6172
30288	PA	Pittsburgh	Eckerd Drug Store #6036
30289	PA	Plum Borough	Eckerd Drug Store #6695
30290	SC	Tega Cay	Eckerd Drug Store - Tega Cay
30291	SC	Gaffney	Eckerd Drug Store - Gaffney
30292	SC	Greenville	Eckerd Drug Store - Greenville
30293	SC	Greenville	Super Wal-Mart - Greenville
30294	SC	Mt. Pleasant	Bi-Lo - Shelmore
30295	SC	Piedmont	Eckerd Drug Store - Piedmont
30296	SC	Spartanburg	Eckerd Drug Store - Blackstock
30297	SC	Spartanburg	Eckerd Drug Store - Spartanbur
30298	SC	Woodruff	Eckerd Drug Store - Woodruff
30299	TN	Chattanooga	Petsmart - Chattanooga
30300	TX	Baytown	Lowe's Home Improvement - Bayt
30301	TX	Carrollton	Cvs Pharmacy #7440-01
30302	TX	Ft. Worth	Cvs Pharmacy #6794-01
30303	TX	Ft. Worth	Cvs Pharmacy #7785-01
30304	TX	Garland	Rainbow Foods - Garland
30305	TX	Grand Prairie	Kroger - Grand Prairie

Schedule B
Developers Diversified Realty
Business Unit Listing
As of January 2, 2008

Current BU #	State	City	Property Name
30306	TX	Houston	Lowe's Home Improvement - Hous
30307	TX	Lake Worth	Cvs Pharmacy #7642-01
30308	TX	Richland Hills	Cvs Pharmacy #7579-01
30309	TX	Plano	Cvs Pharmacy #7804-01
30310	TX	Richardson	Cvs Pharmacy #6967-01
30311	TX	Richardson	Cvs Pharmacy #6974-01
30312	TX	River Oaks	Cvs Pharmacy #7678-01
30313	TX	Rowlett	Rainbow Foods - Rowlett
30314	TX	Colony	Cvs Pharmacy #6982-01
30315	TX	Tyler	Cvs Pharmacy #7709-01
30316	TX	Wichita Falls	Cvs Pharmacy #6978-01
30317	TX	Wichita Falls	Cvs Pharmacy #6841-01
30318	VA	Fredricksburg	Petsmart - Fredricksburg
30319	WA	Olympia	Circuit City - Olympia
30320	WI	Oshkosh	Walgreens - Oshkosh
30321	WV	Weirton	Eckerd Drug Store #6089
30322	GA	Marietta	Blockbuster
30323	NC	Durham	South Square
30324	NC	Greensboro	Wendover II
30325	SC	Taylors	North Hampton
30326	TN	Morristown	Crossroads Square
30327	GA	Atlanta	Brookhaven
30328	GA	Atlanta	Cascade Corners
30329	GA	Atlanta	Cascade Crossing
30330	GA	Canton	Hickory Flat Village
30331	GA	Dacula	Flat Shoals Crossing
30332	GA	Stone Mountain	Deshon Plaza
30333	GA	Suwanee	The Shops At Johns Creek
30334	IL	Roscoe	Hilander Village
30335	IN	Indianapolis	Glenlake Plaza
30336	IN	South Bend	Broadmoor Plaza
30337	MI	Milan	Milan Plaza
30338	NC	Salisbury	Alexander Pointe
30339	NC	Winston-Salem	Harper Hill Commons
30340	SC	Greenville	The Point
30341	SC	Myrtle Beach	Plaza At Carolina Forest
30342	TN	Jackson	West Towne Commons
30343	TN	Memphis	American Way
30344	TN	Nashville	Willowbrook Commons
30345	TN	Oakland	Oakland Market Place
30346	TX	Pasadena	Kroger Junction
30347	VA	Virginia Beach	Kroger Plaza
30348	VA	Waynesboro	Waynesboro Commons
30350	GA	Douglasville	Douglasville Depot
30351	FL	Westley Chapel	Meadow Point
30352	FL	Plantation	Fountains
30385	AL	Florence	Cox Creek Shopping Center (Tia
30388	AL	Huntsville	Westside Centre (Tiaa)
30387	AL	Birmingham	River Ridge (Tiaa)

Schedule B
Developers Diversified Realty
Business Unit Listing
As of January 2, 2008

Current BU #	State	City	Property Name
30388	AL	Tuscaloosa	Mcfarland Plaza (Tiaa)
30388	CT	Waterbury	Naugatuck Valley Shopping Cent
30390	FL	Lauderhill	Universal Plaza (Tiaa)
30391	FL	Tampa	Walks At Highwood Preserve I (
30392	FL	Tampa	Walks At Highwood Preserve II
30393	FL	Ft. Meyers	Cypress Trace (Tiaa)
30394	FL	Ft. Meyers	Market Place (Tiaa)
30395	FL	Orlando	Circuit City Plaza (Tiaa)
30396	FL	Orlando	Sand Lake Corners (Tiaa)
30397	FL	Boynton Beach	Boynton Commons (Tiaa)
30398	FL	St. Petersburg	Gateway Market Center (Tiaa)
30399	FL	Sarasota	Sarasota Pavilion (Tiaa)
30400	FL	Lake Mary	Shoppes At Lake Mary (Tiaa)
30401	GA	Cartersville	Bartow Marketplace (Tiaa)
30402	GA	Macon	Eisenhower Outlot (David's Br
30403	GA	Macon	Eisenhower Crossing I (Tiaa)
30404	GA	Macon	Eisenhower Oea (Tiaa)
30406	GA	Woodstock	Woodstock Square (Tiaa)
30407	GA	Morrow	Southlake Pavilion (Tiaa)
30408	GA	Morrow	Southlake Pavilion I (Tiaa)
30409	GA	Morrow	Southlake Pavilion II (Tiaa)
30410	GA	Kennesaw	Barrett Pavilion I (Tiaa)
30411	GA	Kennesaw	Barrett Pavilion II (Tiaa)
30412	GA	Kennesaw	Barrett Pavilion III (Tiaa)
30413	GA	Smyrna	Heritage Pavilion (Tiaa)
30414	GA	Newnan	Newnan Pavilion (Tiaa)
30415	GA	Lithonia	Stonecrest Marketplace (Tiaa)
30416	GA	Douglasville	Douglas Pavilion (Tiaa)
30417	GA	Fayetteville	Fayette Pavilion I (Tiaa)
30418	GA	Fayetteville	Fayette Pavilion II (Tiaa)
30419	GA	Fayetteville	Fayette Pavilion III (Tiaa)
30420	GA	Fayetteville	Fayette Pavilion IV (Tiaa)
30421	GA	Roswell	Stonebridge Square (Tiaa)
30422	GA	Buford	Marketplace At Millcreek I (T
30423	GA	Buford	Marketplace At Millcreek II (T
30424	GA	Duluth	Venture Pointe I (Tiaa)
30425	GA	Duluth	Venture Pointe II (Tiaa)
30426	GA	Duluth	Pleasant Hill (Tiaa)
30427	GA	Suwanee	Suwanee Crossroads (Tiaa)
30428	GA	Warner Robins	City Crossing (Tiaa)
30429	GA	Hiram	Hiram Pavilion I (Tiaa)
30430	GA	Hiram	Hiram Pavilion II (Tiaa)
30431	GA	Augusta	Goody's Shopping Center (Tiaa)
30432	IL	Skokie	Village Crossing (Tiaa)
30433	MD	White Marsh	Costco Plaza (Tiaa)
30434	NC	Siler City	Chatham Crossing (Tiaa)
30435	NC	Winston-Salem	Oak Summit (Tiaa)
30436	NC	Mooreville	Winslow Bay Commons (Tiaa)
30437	NC	Matthews	Sycamore Commons (Tiaa)

Schedule B
Developers Diversified Realty
Business Unit Listing
As of January 2, 2008

Current BU #	State	City	Property Name
30438	NC	Matthews	Sycamore Commons Outlot I (Tia
30439	NC	Matthews	Sycamore Commons Outlot II (TI
30440	NC	Southern Pines	BI-Lo - Southern Pines (Tiaa)
30441	NC	Jacksonville	Gateway Plaza - Jacksonville (
30442	NC	Raleigh	Alexander Place (Tiaa)
30443	NC	Wake Forest	Capital Plaza (Tiaa)
30444	OH	Willoughby Hills	Willoughby Hills Shopping Cent
30445	PA	Carlisle	Carlisle Commons (Tiaa)
30446	PA	King Of Prussia	Overlook At King Of Prussia (T
30447	RI	Warwick	Warwick Center (Tiaa)
30448	SC	Alken	Alken Exchange (Tiaa)
30449	SC	Anderson	Anderson Central (Tiaa)
30450	SC	Anderson	North Hill Commons (Tiaa)
30451	SC	Columbia	Columbiana Station Oea (Tiaa)
30452	SC	Columbia	Columbiana Station I (Tiaa)
30453	SC	Columbia	Columbiana Station II (Tiaa)
30454	SC	Columbia	Columbiana Station III (Tiaa)
30455	SC	Columbia	COLUMBIANA STATION IV (TIAA)
30456	SC	Columbia	Columbiana Station V (Tiaa)
30457	SC	Columbia	COLUMBIANA STATION VI (TIAA)
30458	SC	Columbia	Columbiana Station II (Tiaa)
30459	SC	Columbia	Columbiana Station II (Tiaa)
30460	SC	Columbia	Target Center I (Tiaa)
30461	SC	Columbia	Target Center II (Tiaa)
30462	TN	Nashville	Bellevue Place Shopping Center
30463	TN	Knoxville	Town & Country (Tiaa)
30464	TN	Knoxville	Town & Country I (Tiaa)
30465	TN	Knoxville	Town & Country II (Tiaa)
30466	TN	Knoxville	Turkey Creek I (Tiaa)
30467	TN	Knoxville	Turkey Creek II (Tiaa)
30468	VA	Richmond	Chesterfield Crossing (Tiaa)
30469	VA	Richmond	Commonwealth Center II (Tiaa)
30470	VA	Glen Allen	Creeks At Virginia Center (Tia
30471	VA	Lynchburg	Wards Crossing (Tiaa)
30472	VA	Lynchburg	Wards Crossing Oea (Tiaa)
30473	VA	Newport News	Jefferson Plaza (Tiaa)
30474	VA	Wytheville	Wytheville Commons (Tiaa)
30475	FL	Deerfield Beach	Hillsboro Square (Tiaa)
30476	FL	West Palm Beach	Paradise Place (Tiaa)
30477	NC	Huntersville	Birkdale Village Retail (Tiaa)
30478	NC	Huntersville	Birkdale Village Office (Tiaa)
30480	NC	Huntersville	Birkdale Village Outlot (Tiaa)
30481	PA	Homestead	Waterfront Market Amity (Tiaa)
30482	PA	Homestead	Market On The Waterfront (Tiaa)
30483	PA	Homestead	Waterfront Town Center (Tiaa)
30493	IN	Evansville	East Lloyd Commons
30494	NC	Durham	Patterson Place
30496	GA	Atlanta (South Fulton)	Gables at Stonewall
30497	NC	Apex	Promenade At Beaver Creek

Schedule B
Developers Diversified Realty
Business Unit Listing
As of January 2, 2008

Current BU #	State	City	Property Name
30516	FL	Brandon	New Development
30521	FL	Orlando	SAND LAKE CORNERS OUTLOT

SUMMONS IN A CIVIL ACTION COURT OF COMMON PLEAS, CUYAHOGA COUNTY JUSTICE CENTER
CLEVELAND OHIO 44113CASE NO.
CV13803253

D2 CM

SUMMONS NO.
21072229

Rule 4 (B) Ohio

Rules of Civil
Procedure

SUMMONS

DDR CORP.
VS
CONTROL BUILDING SERVICES

PLAINTIFF

DEFENDANT

CONTROL EQUITY GROUP INC
333 MEADOWLANDS PARKWAY
SECAUCUS NJ 07094-0000

You have been named defendant in a complaint (copy attached hereto) filed in Cuyahoga County Court of Common Pleas, Cuyahoga County Justice Center, Cleveland, Ohio 44113, by the plaintiff named herein.

You are hereby summoned and required to answer the complaint within 28 days after service of this summons upon you, exclusive of the day of service.

Said answer is required to be served on Plaintiff's Attorney (Address denoted by arrow at left.)

Your answer must also be filed with the court within 3 days after service of said answer on plaintiff's attorney.

If you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

Said answer is required to be served on:



Plaintiff's Attorney

NICHOLAS B. WILLE
901 LAKESIDE AVE
CLEVELAND, OH 44114-0000

Case has been assigned to Judge:

JOHN P O'DONNELL
Do not contact judge. Judge's name is given for attorney's reference only.ANDREA F. ROCCO
Clerk of the Court of Common PleasDATE
Mar 20, 2013

By

Deputy

COMPLAINT FILED 03/18/2013



CASE NO.
CV13803253

D3 CM

SUMMONS NO.
21072230

Rule 4 (B) Ohio

Rules of Civil
Procedure

SUMMONS

DDR CORP.
VS
CONTROL BUILDING SERVICES

PLAINTIFF

DEFENDANT

EDWARD TUREN
333 MEADOWLANDS PARKWAY
SECAUCUS NJ 07094-0000

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Said answer is required to be served on:



Plaintiff's Attorney

NICHOLAS B. WILLE
901 LAKESIDE AVE
CLEVELAND, OH 44114-0000

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Case has been assigned to Judge:

JOHN P O'DONNELL
Do not contact judge. Judge's name is given for attorney's reference only.

ANDREA F. ROCCO
Clerk of the Court of Common Pleas



DATE
Mar 20, 2013

By

Deputy

COMPLAINT FILED 03/18/2013



CASE NO.
CV13803253

D4 CM

SUMMONS NO.
21072231

Rule 4 (B) Ohio

Rules of Civil
Procedure

SUMMONS

DDR CORP.
VS
CONTROL BUILDING SERVICES

PLAINTIFF

DEFENDANT

NEAL TUREN
333 MEADOWLANDS PARKWAY
SECAUCUS NJ 07094-0000

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Plaintiff's Attorney

NICHOLAS B. WILLE
901 LAKESIDE AVE
CLEVELAND, OH 44114-0000

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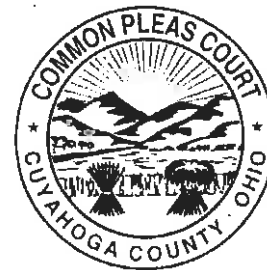
Your answer must also be filed with the court within 3 days after service of said answer on plaintiff's attorney.

If you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

Case has been assigned to Judge:

JOHN P O'DONNELL
Do not contact judge. Judge's name is given for attorney's reference only.

ANDREA F. ROCCO
Clerk of the Court of Common Pleas



DATE

Mar 20, 2013

By _____
Deputy

COMPLAINT FILED 03/18/2013



CASE NO.
CV13803253

D1 CM

SUMMONS NO.
21085084

Rule 4 (B) Ohio

Rules of Civil
Procedure

SUMMONS

DDR CORP.
VS
CONTROL BUILDING SERVICES

PLAINTIFF
DEFENDANT

CONTROL BUILDING SERVICES, INC
C/O CSC-LAWYERS INCORPORATING
SERVICE (CORPORATION SERVICE
COMPANY)
50 W. BROAD ST. STE 1800
COLUMBUS OH 43125-0000

You have been named defendant in a complaint
(copy attached hereto) filed in Cuyahoga County
Court of Common Pleas, Cuyahoga County Justice
Center, Cleveland, Ohio 44113, by the plaintiff
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Plaintiff's Attorney

NICHOLAS B. WILLE
901 LAKESIDE AVE
CLEVELAND, OH 44114-0000

Said answer is required to be served on Plaintiff's
Attorney (Address denoted by arrow at left.)

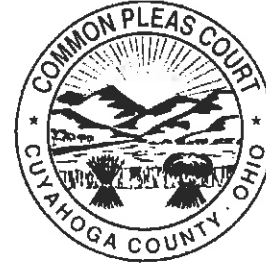
Your answer must also be filed with the court
within 3 days after service of said answer on
plaintiff's attorney.

If you fail to do so, judgment by default will be
rendered against you for the relief demanded in the
complaint.

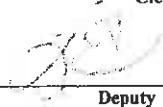
Case has been assigned to Judge:

JOHN P O'DONNELL
Do not contact judge. Judge's name is given for
attorney's reference only.

ANDREA F. ROCCO
Clerk of the Court of Common Pleas



DATE
Mar 22, 2013

By  Deputy

COMPLAINT FILED 03/18/2013



APR - 1 2013

O'DONNELL CV13803253D3
340-1386

1. Article Addressed to:

EDWARD TUREN
333 MEADOWLANDS PARKWAY
SECAUCUS NJ 07094-0000

EDP

2. Article Number
(Transfer from service label)

21072230

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:☐ Yes☐ No

3. Service Type

☒ Certified Mail

4. Restricted Delivery? (Extra Fee)

☐ Yes

MAR 2 9 2013

O'DONNELL CV13803253D4
340-1386

1. Article Addressed to:

NEAL TUREN
333 MEADOWLANDS PARKWAY
SECAUCUS NJ 07094-0000

EDP

2. Article Number
(Transfer from service label)

21072231

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:☐ Yes☐ No

3. Service Type

☒ Certified Mail

4. Restricted Delivery? (Extra Fee)

☐ Yes

MAR 27 2013

O'DONNELL CV13803253D1
340-1386

1. Article Addressed to:

CONTROL BUILDING SERVICES,
INC
C/O CSC-LAWYERS
INCORPORATING SERVICE
(CORPORATION SERVICE
COMPANY)
50 W. BROAD ST. STE 1800
COLUMBUS OH 43125-00002. Article Number
(Transfer from service label)

21085084

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

MAR 27 2013

O'DONNELL CV13803253D2
340-1386

1. Article Addressed to:

CONTROL EQUITY GROUP INC
333 MEADOWLANDS PARKWAY
SECAUCUS NJ 07094-0000

label)

21072229

204

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

MAR 25 2013

☐ Agent
☐ Addressee

B. Received by (Printed Name)

Deanna Kessler

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:☐ Yes
☐ No

3. Service Type

☒ Certified Mail

4. Restricted Delivery? (Extra Fee)

☐ Yes

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:☐ Yes
☐ No

3. Service Type

☒ Certified Mail

4. Restricted Delivery? (Extra Fee)

☐ Yes

FILED

2013 APR 22 P 2: 56

IN THE COURT OF COMMON PLEAS
CLERK OF COURT
CUYAHOGA COUNTY, OHIO

DDR CORP.,)	CASE NO. CV 13 803253
)	
Plaintiff,)	JUDGE JOHN P. O'DONNELL
)	
v.)	
)	
CONTROL BUILDING SERVICES, INC.,)	
<i>et al.</i> ,)	
)	<u>MOTION FOR LEAVE TO PLEAD</u>
Defendants.)	

Pursuant to Local Rule 8(C), Defendants, Control Building Services, Inc., Control Equity Group, Inc. and Edward Turen, move this Court for an additional thirty (30) days or until May 23, 2013 in which to move, plead, or otherwise respond to Plaintiff's Complaint.

Defendants hereby certify that they seek this additional time in good faith and not for purposes of delay and state that they require the additional time in which to further investigate the allegations of the instant Complaint. This is the first Motion for Leave to Plead Defendants have filed.

Counsel for the Plaintiff has indicated that the Plaintiff consents to the additional time sought by Defendants.

Accordingly, Defendants respectfully request that this Court enter an Order granting them additional time, until May 23, 2013, to move, plead or otherwise respond to Plaintiff's Complaint.

Respectfully submitted,



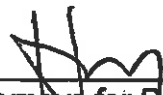
Hugh E. McKay (0023017)
Tracy S. Francis (0080879)
PORTER WRIGHT MORRIS & ARTHUR LLP
925 Euclid Avenue, Suite 1700
Cleveland, Ohio 44115-1483
(216) 443-9000 / Fax (216) 443-9011
hmckay@porterwright.com
jbialek@porterwright.com

*Attorneys for Defendants Control Building
Services, Inc., Control Equity Group, Inc.
and Edward Turen*

CERTIFICATE OF SERVICE

A true and correct copy of the foregoing Motion for Leave to Plead was sent by first class United States mail, postage prepaid, this 22 day of April 2013 to the following:

Robert S. Walker
Nicholas B. Willes
901 Lakeside Avenue
North Point
Cleveland, Ohio 44114
Attorneys for Plaintiff



*One of the Attorneys for Defendants
Control Building Services, Control Equity
Group, Inc. and Edward Turen*